

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1   51	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 25-Feb-2003		4. REQUISITION/PURCHASE REQ. NO. W16ROE-2338-0139		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090		CODE DACW51		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW51-03-B-0004	
				X		9B. DATED (SEE ITEM 11) 21-Jan-2003	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.  Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to change the due date for receipt of bids from 04 March 2003 at 1:00 PM to 11 March 2003 at 1:00 PM and to incorporate the attached changes to the specifications. All other terms remain unchanged as a result of this amendment.  NOTE: Bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods: in the space provided on the SF1442, by separate letter, or by telegram, or by signing block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR14.304).   Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  25-Feb-2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**DACW51-03-B-0004**

**Amendment No. 2**

Bid opening date, originally scheduled for 4 March 2003 at 01:00 P.M. is hereby changed to 11 March 2003 at 01:00 P.M., local time.

1. The following changes shall be made to the specifications and plans.

**SPECIFICATIONS:**

**SECTION 00010**

1. Replace Price Schedule with notes with the attached new Price Schedule and notes.
2. SF 1442 Block No 11 Change completion date from 365 calendar days to 270\* calendar days.  
\* The construction completion will be extended 125 calendar days if either CLIN 0005 or CLIN 0006 is exercised.

**SECTION 00700**

1- Add clause 52.228-1 to section 00700

**52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted. -

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$ 3,000,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

2- Add clause 52.228-15 to section 00700

**52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-**

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

#### SECTION 00800

1-Delete Section 00800 in its entirety, and replace with it the attached Section 00800.

#### SECTION 00902

1-Add the NYS DEC WQC Permit/CZM dated January 11,1999 (Pages 00902-1 thru 00902-13) and the New Jersey DEP Federal Consistency Determination/Water Quality Certification dated February 21,2003 (Page 00902-14 thru 00902-17), which accompany.

#### SECTION 00903

1- Delete section 00903 in its entirety and replace with the attached Section 00903.

#### SECTION 00904

1-Delete section 00904 in its entirety

#### SECTION 01270

1-Delete Section 01270 in its entirety and replace with it the attached Section 01270.

#### SECTION 01420

1-Para 01420-4.2.d: Add to the end of the third sentence "... and that shift shall encompass the normal daytime hours."

#### SECTION 02100

1-Para 2100-8.3: delete "AK" and replace it with "KVK" under the line after Project

#### SECTION 02200

1- Para 02200-1.5.1 add at the end of the second sentence "and one meeting in Staten Island, NY if option CLIN 0006 is awarded."

2-Para 02200-6.4: delete "-35 feet" and replace it with "-40 feet"

#### SECTION 02220

1-Delete section 02220 in its entirety

#### SECTION 02900

1-Delete section 029000 in its entirety, and replace it with the attached section 02900.

#### SECTION 11010

1-Delete section 11010-para 2.1.3 page 4, and replace it with the new para below.

##### 2.1.3 Webcam

- 1) Each dredge and drill boat shall be monitored 24 hours per day. Failure to provide monitoring for more than 8 hours in a 30 calendar day period will be cause for retainage of payment. The system shall include a password protected WEB site for USACE, NYD as well as all hardware wiring, interface, maintenance and replacement due to vandalism, or damage and fees for the contract duration. The contractor shall ensure that the lens is kept free of obstructions including dirt, salt and ice. The camera shall be located in such a position that major activities are visible. On dredges the camera shall be able to see the crane/excavator and material in the scows. On drill boats the camera

shall be able to see the drill towers. Location of the camera is subject to the COR's approval.

- 2) The characteristics of the camera shall include:
  - a. Weather resistant powder coated aluminum case with stainless steel fittings
  - b. Impact resistant viewing window
  - c. Minimum resolution of 700 (H) x 480 (V)
  - d. Backlight compensation
  - e. Sensitivity .07 lux @ 1/2 second shutter speed
  - f. Auto/Manual Focus
  - g. Auto/Manual White Balance
  - h. Motorized Zoom
  - i. Motorized Pan-Tilt
  - j. Thermostatically controlled heater and defroster
  - k. Windshield wiper
- 3) The characteristics of the software shall include:
  - a. Remote control of pan, tilt, zoom, focus, iris and wiper actuation.
  - b. Preset controls of pan/tilt/zoom combinations. At a minimum, for dredges, presets will include the crane/excavator and the location where scows are tied up. On drill boats the presets shall include typical locations of the drill towers. Other presets shall be as directed by the COR. Presets shall also be editable by the Government. All presets to be accessible from drop-down menu with descriptive name of preset. First 8 presets shall have quick-launch icons with graphical representation of the preset view.
  - c. Ability to display all the project's webcams in a single view screen
  - d. Display of local time and weather
  - e. Ability to save images to disk or e-mail images
  - f. Ability to view archived images via a graphical calendar control. Archived images should be stored at least every ten minutes. Once a year the archived images will be burnt onto a DVD and delivered to the COR.
  - g. Three levels of password protection admin, user & guest, individual user accounts (up to 5 per camera)
- 4) The characteristics of the wireless system shall include:
  - a. Microwave system with a range of at least 3 miles
  - b. Data rate of 10 Mbps
  - c. The contractor shall, as necessary, re-orient antennas to maintain the connection.

DRAWINGS:

1-The following drawings which accompanies, has been amended:

Drawings: CC-KVK2-801, 802, 803 and 805.

2.The existing survey data has been placed on the NYD Website. The web URL is:

<http://www.nan.usace.army.mil/business/buslinks/contract/index.htm>

This file is for bidder's reference only, and is not to be considered as a part of the Contract Documents. Contract award will be based on what is contained in the printed Plans and Specifications in a hard copy format or Electronic Bid Set if provided. No representation is made as to availability of this data, its convertibility with user's system.

### **Questions and Answers**

1. The New York District has received numerous questions. The Corps believes that the revised plans and specs addresses the questions received to date.

Questions Optional Bid Item 006 is for dredging of materials from acceptance areas 6 & 7 with disposal at the HARS site. However, the contract plans indicate the western corner of area 6 contains non-rock material unacceptable for disposal at the HARS. Additionally, borings indicate a large portion of these materials may be rock. How does the Corps anticipate paying for upland disposal and rock materials encountered in acceptance areas 6 & 7?

Answers Bid Schedule was revised in this Amendment

Questions Rock is separated from non-rock in both payment terms and order of dredging. As you are aware, this project contains very high blow count non-rock material and both competent and weathered rock. How will the rock material be segregated out from the non-rock material during the course of work? Will it be based upon the ability of a dredge to remove the material? Will rock material be defined as that requiring blasting to be dredged or will it be possibly based upon the Government's projected rock contours? As you realize, backhoe and clamshell dredges have been able to dig some rock without blasting if the rock is sufficiently weathered. Conversely, clamshell dredges may not be able to dig some of the very high blow count non-rock material at all. Please provide a thorough explanation of how the rock and non-rock payment items will be separated out.

Answers: See section 002900 and definitions on the drawings

Questions What are the existing elevations of the pipelines scheduled for removal under Optional Bid Items 003 and 004? Specification Section 02220-3.1 indicates the as built records of these pipelines are available for review. Please provide bidders with this as built information for all pipes to be removed under this contract. Additionally, we ask that you please provide the as built information for the 12" PSE&G gas main listed on the contract plans that will remain untouched in the contract area.

Answers The removals of the utility pipelines have been deleted from this solicitation under this amendment.

Questions Contract Specifications Section 02220 reference Section 00904 for further instructions on pipeline removal. Section 00904 currently appears to be only a cover page. Please provide a complete Specification Section 00904 if there are indeed further instructions the bidder should be aware of as far as pipeline removal.

Answers Sections: 02220 and 00904 were deleted in this amendment: see answer above.

Questions It is understood that Bid Items 0005AA through 0005AC are for material generated during the removal of the pipelines. It is not clear, however, as to the vertical and horizontal limits of this area. There are two unidentified solid black lines provided on the drawing surrounding the indicated pipeline locations. Are these indications of the horizontal limits of the material from these bid items?

Answers: Drawings were revised in this amendment to reflect the removal of the utility pipelines from this solicitation under this amendment.

Questions The Contract Specifications appear not to include required bonding amounts for the bid guarantee and the performance and payment bonds. Please specify the bonding requirements for this project.

Answers These two clauses were added in this amendment.

#### **Drawing no. CC-KVK2-805**

Questions:

The drawing clearly shows rock material in acceptance areas 6 and 7; however, there is no option line item on the bid schedule for the removal of rock material for areas 6 and 7. Is the contractor to assume that there is no rock in Areas 6 and 7; or is the contractor to assume that the rock quantity for areas 6 and 7 is in the base bid schedule line item 0001AL?

Answers: The bid schedule has been revised in this amendment and CLIN 0006 will include all the materials.

Questions: The drawing also shows a hatched section in area 6 where the material is considered to be unsuitable for placement at the HARS; however, there is no option line item on the bid schedule for the removal of material unsuitable for placement at the HARS in areas 6 and 7. Is the contractor to assume that there is no material unsuitable for placement at the HARS in Area 6; or is the contractor to assume that the unsuitable material quantity for area 6 is in the base bid schedule line item 0001AC?

Answers: The bid schedule has been revised in this amendment and CLIN 0006 will include all the materials.

**SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
PRICE SCHEDULE**

<u>ITEM</u>	<u>DESCRIPTIONS</u>	<u>QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b><u>BASE BID ITEMS</u></b>					
0001	CONSTRUCT NAVIGATION CHANNEL				
0001AA	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ _____	\$ _____
0001AB	DEBRIS REMOVAL AND DISPOSAL	50	TON	\$ _____	\$ _____
0001AC	DREDGING, TRANSPORTATION, DELIVERY, PROCESSING AND PLACEMENT OF NON-ROCK MATERIALS UNSUITABLE FOR PLACEMENT AT THE HARS, EXCLUDES DEWATERING: ITEM 0001AD (PLACEMENT AT either the OENJ CHEROKEE BAYONNE LANDFILL REMEDIATION AND/OR AT THE CONTRACTOR'S PROPOSED DISPOSAL FACILITY (IES)) Name of Site (s) _____ Name of POC(s) _____ Address of Site (s) _____ _____ Phones (s) _____	214,400	CY	\$ _____	\$ _____
0001AD	DEWATERING IN ACCORDANCE WITH THE HOST STATE WQC AND DISPOSAL FACILITY TERMS AND CONDITIONS FOR UPLAND PLACEMENT	214,400	CY	\$ _____	\$ _____
0001AE	SUBSURFACE DRILLING AND SAMPLING	15	EA	\$ _____	\$ _____
0001AF	FIELD OFFICE	1	LS	\$ _____	\$ _____
0001AG	DREDGING, TRANSPORTATION, DELIVERY, AND PLACEMENT OF NON-ROCK MATERIALS SUITABLE FOR PLACEMENT AT THE HARS	1,344,370	CY	\$ _____	\$ _____
0001AH	DREDGING, TRANSPORTATION, DELIVERY, AND PLACEMENT OF NON-ROCK MATERIALS UNSUITABLE FOR PLACEMENT AT THE HARS for PLACEMENT AT THE NEWARK BAY <b>CONFINED DISPOSAL FACILITY, CDF.</b>	23,850	CY	\$ _____	\$ _____
0001AL	THE DRILLING, BLASTING, DREDGING, AND DISPOSAL OF ROCK MATERIALS AT THE ARTIFICIAL REEF	15,200	CY	\$ _____	\$ _____

**TOTAL BASE BID: \$ \_\_\_\_\_**



**OPTIONAL ITEMS**

0002 ADDITIONAL COST FOR OPTIONAL 1 LS \$ \_\_\_\_\_ \$ \_\_\_\_\_  
INSURANCE

0003 not used

0004 not used

**0005 Materials within Acceptance Area 4A**

0005A DREDGING, TRANSPORTATION, DELIVERY, 87,830 CY \$ \_\_\_\_\_ \$ \_\_\_\_\_  
AND PLACEMENT OF NON-ROCK  
MATERIALS SUITABLE FOR PLACEMENT  
AT THE HARS

0005B DREDGING, TRANSPORTATION, DELIVERY, 12,170 CY \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PROCESSING AND PLACEMENT OF NON-ROCK  
MATERIALS UNSUITABLE FOR PLACEMENT  
AT THE HARS, EXCLUDES DEWATERING:ITEM 0005C  
(PLACEMENT AT either the OENJ CHEROKEE  
BAYONNE LANDFILL REMEDIATION AND/OR  
AT THE CONTRACTOR'S PROPOSED DISPOSAL FACILITY (IES)  
AS IN ITEM 0001AC)  
Name of Site (s) \_\_\_\_\_  
Name of POC(s) \_\_\_\_\_  
Address of Site (s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phones (s) \_\_\_\_\_

0005C DEWATERING IN ACCORDANCE WITH 12,170 CY \$ \_\_\_\_\_ \$ \_\_\_\_\_  
THE HOST STATE WQC AND DISPOSAL FACILITY  
TERMS AND CONDITIONS FOR UPLAND PLACEMENT

**0006 All Materials in Acceptance area 6 and 7**

0006A DREDGING, TRANSPORTATION, DELIVERY, 112,545 CY \$ \_\_\_\_\_ \$ \_\_\_\_\_  
AND PLACEMENT OF NON-ROCK  
MATERIALS SUITABLE FOR PLACEMENT AT THE HARS

0006B THE DRILLING, BLASTING, DREDGING, 30,375 CY \$ \_\_\_\_\_ \$ \_\_\_\_\_  
AND DISPOSAL OF ROCK MATERIALS AT THE  
ARTIFICIAL REEF

0006C DREDGING, TRANSPORTATION, DELIVERY, 1,480 CY \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PROCESSING AND PLACEMENT OF NON-ROCK  
MATERIALS UNSUITABLE FOR PLACEMENT  
AT THE HARS, EXCLUDES DEWATERING:ITEM 0006D  
(PLACEMENT AT either the OENJ CHEROKEE  
BAYONNE LANDFILL REMEDIATION AND/OR  
AT THE CONTRACTOR'S PROPOSED DISPOSAL FACILITY (IES)  
AS IN ITEM 0001AC)  
Name of Site (s) \_\_\_\_\_  
Name of POC(s) \_\_\_\_\_  
Address of Site (s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phones (s) \_\_\_\_\_

0006D DEWATERING IN ACCORDANCE WITH 1,480 CY \$ \_\_\_\_\_ \$ \_\_\_\_\_  
THE HOST STATE WQC AND DISPOSAL FACILITY  
TERMS AND CONDITIONS FOR UPLAND PLACEMENT

Total of all Options only 0002 -0006 \$ \_\_\_\_\_

**TOTAL BASE BID PLUS OPTIONAL ITEMS: \$ \_\_\_\_\_**

**NOTES FOR PRICE SCHEDULE:**

1. Bidders are required to bid on both the Base Bid Items and the Optional Items on the Price Schedule or their bid will be rejected.
2. The low bidder for the purpose of award will be the conforming responsible bidder offering the lowest amount for the Total Base Bid & Optional Items.
3. Any bid which is materially unbalanced as to the price for the Base Bid Item and Optional Items may be rejected. An unbalanced bid is one, which is based on price significantly less than the cost for some work and prices are significantly overstated for other work.
4. Bidders are reminded that they must bid on the issued plans and specifications as amended. Any deviations, conditions or attachments made by the bidders thereto may render the bid non-responsive and be cause for its rejection.
5. The Optional Items, if awarded, will be awarded within 270 calendar days from issuance of the Notice to Proceed date. The Government is under no obligation to award the Optional Items. The construction completion will be extended 125 calendar days if either CLIN 0005 or CLIN 0006 is exercised
6. The Newark Bay Confined Disposal Facility may not be used unless directed by the Contracting Officer or the Contracting Officer's Representative.
7. In Line Item 0001AC, 0005B and 0006C and a bidder may bid on using either OENJ and/or a site(s) of their choice.
8. Should bidders choose to supply their own site in 0001AC, 0005B and 0006C the apparent low bidder shall submit the documents specified Section 00800: Special Contract Requirements, Alternate Disposal Site Compliance. If the apparent low bidder does not submit the information required to be submitted within the times specified the Contractor will be considered non-responsible and its bid rejected.
9. Should bidders choose to supply their own site(s) in 0001AC, 0005B and 0006C bidders will write on the blank lines provided on the Price Schedule Line Item 0001AC, 0005B and 0006C the name(s) of the site(s), POC(s), address(s) and phone(s) of their site(s) included in that line item.

**10. ALTERNATE DISPOSAL SITE COMPLIANCE**

If the Bidder selects to bid an alternate disposal site(s) the Apparent low bidder must demonstrate to the **Government within 70 calendar days** from the date the Apparent low bidder is notified of being the low bidder; that the alternate disposal site(s) is operational, capable of processing and disposing of the Non-rock material unsuitable for placement at the HARS on that date for the in-situ quantity as per line items **CLIN 0001AC, 0005B and 0006C** and is in compliance with the New Jersey Department of Environmental Protection and/or with the New York State Department of State Coastal Zone Management (CZM) Program Policies or other host state compliance as appropriate for the disposal of dredged material.

**SECTION 00800****Special Contract Requirements****Index**

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## SECTION 00800

### SPECIAL CONTRACT REQUIREMENTS

#### 1.1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The Contractor shall (i) commence work under this contract within five (5) calendar days after the date the Contractor receives the initial Notice to Proceed, (ii) prosecute the work diligently, and (iii) complete the entire dredging and disposal of non-rock material and the entire work associated with the drilling, blasting, dredging, and disposal of rock material within **270** calendar days from the date the Contractor receives the Notice to Proceed. The completion shall include final cleanup of premises including project site and field office area. The Contractor shall submit a written Accident Prevention Plan with the copy of Certificates of Inspection of floating plant and scows for review and approval within fifteen (15) calendar days after the award of contract.

If CLIN 0005 or CLIN 0006 is exercised the Contractor is prohibited from working in acceptance area 6, 7 and 4A; until approval is given by the Contract Officer Representative (COR).

The Optional Items, if awarded, will be awarded within 270 calendar days from issuance of the Notice to Proceed date. The Government is under no obligation to award the Optional Items. The construction completion will be extended 125 calendar days if either CLIN 0005 or CLIN 0006 is exercised

b. Location: The site of work is located at the **South of Newark Bay Channel and South Elizabeth Channel (Area 8) and west of Bergen point, New York and New Jersey.**

c. The Contractor shall furnish all labor, materials, equipment, and services (except those furnished by the Government) for the following work: Dredging and disposal of non-rock material, and drilling, blasting and dredging and disposal of rock material to depths indicated on the drawings.

d. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject, in every detail, to his supervision, direction, and instructions (DoD FAR Supplement 52.236-7014)

e. The following only pertains to the portion of an acceptance area where rock is encountered. All vessel traffic will be prohibited from entering the area where dredging, drilling, blasting and rock removal is being conducted. Enforcement of these traffic restrictions is the responsibility of the United States Coast Guard. The Contractor shall immediately report any violations to the Coast Guard and the Contracting Officer, noting the offending vessel's name and description, time of occurrence, destination (if known), and direction of travel. The Contractor will buoy or mark the entire perimeter of the area for the entire duration of his work therein; work may not begin in the area until the Contracting Officer and Coast Guard have inspected and approved the Contractor's marking system. Buoys or markings must be lit and visible at night. Buoys or

markings shall be removed only after work within the marked area is completed and accepted.

f. Except as provided in paragraph e above, the entire channel will remain open to commercial and noncommercial vessel traffic. The Contractor's work in non-restricted areas is governed by Special Contract Requirement paragraph 1.5.

g. Magnitude of Construction Project: The estimated value of the proposed work is between \$30 million and \$100 million.

#### **1.2 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (1984 APR)**

Notwithstanding the clause of this contract entitled "Subcontracts", the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award. (FAR 52.222-28)

#### **1.3 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (52.236-7001)**

See contract clause entitled CONTRACTOR DRAWINGS, MAPS AND SPECIFICATIONS in Section 00700 CONTRACT CLAUSES. For a listing of Contract Drawings refer to the "General Plan and Index to Drawings" on drawing CC-KVK2-801.

#### **1.4 RECORD DRAWINGS**

a. General: The Contractor will maintain up to date as-built drawings during the construction period and will submit final record drawings at the completion of contract areas. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) files consisting of compact (computer) disks or magnetic media of the drawing files in the appropriate CAD format (e.g. "Microstation", "Autocad", etc.) for the project. The Contractor is required to make prints or mylars from the CAD files and continuously maintain the drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable. If the Government cannot provide CAD files for the project drawings, mylar(reproducible) drawings will be provided. The Contractor will then be required to comply with all requirements indicated herein by the use of hand drafting.

b. Progress As-built Prints: During construction, the Contractor is responsible for maintaining up to date set of paper prints to show as-built construction conditions. These as-built prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accordingly and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. The prints shall show the following information, but not limited thereto:

(1) The location and description of any bridges, utility lines, or any other structures within the construction area. The location includes dimensions to permanent features.

(2) The location and dimensions of any changes with the channels.

(3) Correct grade or alignment of channels, structures or utilities if any changes were made from the contract plans.

(4) Correct elevations if changes were made in channel depths

(5) All changes, which result from contract modifications.

(6) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(7) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

c. Protection of Records: The Contractor shall be responsible for the protection and safety of mylars and CAD record until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

d. 50% As-Built Update: At the 50% point in construction of this project (as determined by progresses payments) the Contractor will update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions as above, and submit an updated computer disk and one set of prints to the Contracting Officer for approval. If the mylars only are provided to the Contractor, they shall be updated at this stage using hand-drafting as specified herein, and the Contractor shall submit one set of prints to the Contracting Officer for approval. Any required corrections will be made by the Contractor before payment will be approved for this item. The Contractor must use updated CAD record or mylar drawings to produce required prints.

e. Preliminary Record Drawing Submittal: At least thirty (30) calendar days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These as-built prints shall correctly show all features of the projects as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program, or from updated mylars if mylars only were provided to the Contractor. Within ten (10) days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. The Contractor will correct and resubmit within five days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final record drawings.

f. Record Drawing Submission: In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in lettering at least 3/16" high. All revision to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files. If mylars

only were provided to the Contractor, they shall be hand-lettered or stamped as indicated above, and revisions shown in revision block. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer.

- Three (3) CD's of CAD files of Record Drawings.
- One (1) set of Mylar Record Drawings.
- One (1) copy of prints of Record drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract.

g. Property: All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

h. Payment: No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

#### **1.5 PHYSICAL DATA (1984 APR) (FAR 52.236-4)**

Information and data furnished or referred to below are furnished for the Contractor's information. However, it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor.

(1) The physical conditions indicated on the drawings and in the specifications are the results of site investigations by hydrographic surveys and individual inspections.

(2) The plane of reference mean low water (MLW) as established by National Geodetic Vertical Datum (1929 Adjustment), or NGVD29 will be used on the drawings and in these specifications.

(3) Weather Conditions: The site of the work is not exposed to direct offshore wind, ocean wave and swell action. However, the Contractor's ocean disposal operation may be affected by offshore conditions. It is the Contractor's responsibility to obtain and analyze available information concerning offshore conditions and its potential effect on his operations. See paragraph 1.25 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER for adverse weather delays at the project site.

a. Fog: An examination of the records of the U.S. Weather Service at Newark International Airport, New Jersey, discloses an average of 31 days per year on which dense fog (visibility of 1/4 mile or less) occurs in the New York Harbor area. The maximum number of days in which dense fog occurred in any recent year was 18 in 1982.

(4) Climatological data determined from records of the U.S. Weather Service Bureau at Newark Airport, N.J.:

Mean Annual Temperature: 54.1 degrees F



Mean Annual Precipitation: 43.0 inches

(5) Tides: The following is the tidal range near the project area:

Port Newark Terminal - mean range 5.1 feet  
- mean range spring 6.1 feet

The Battery - mean range 4.6 feet  
- mean range spring 5.5 feet

Irregular fluctuations due to wind and atmospheric pressure have resulted in tide stages at The Battery from 3.8 feet below MLW to 10.6 feet above MHW.

(6) Permit Structures: There are no known permit structures within the project area.

(7) Channel Traffic: Vessel traffic in the project waterway consists of seagoing bulk and general cargo freighters, tankers, container ships, auto carriers and miscellaneous small craft. Vessel traffic may cause delays to the work under these specifications.

(8) Other Work in the Area: There will be dredging contracts adjoining this area. It is the Government's intent, subject to funding, to award subsequent dredging contracts adjacent to the present contract area. The Contractor should expect some scheduling conflicts.

(9) Obstruction of Channel: The Government will not undertake to keep the channel free from vessels or other obstructions except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army in accordance with the provisions of Section 7 of the River and Harbor Act approved August 8, 1917. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible, except as herein before specified, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such passage. Upon completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters or on shore. The channel must be kept open to vessel traffic at all times except as permitted by the Contracting Officer. It should be noted that navigational safety takes precedence over dredging operations.

(10) Transportation Facilities: **NY State Route 440, Staten Island, New York and NY 278, Staten Island, New York and Elizabeth, New Jersey** serve the locality of the proposed work. All costs for the use of existing transportation facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

(11) Winds and Waves: Wind and wave climate in the New York Bight area, based upon hourly data obtained from NOAA National Data Buoy Center (NDBC) observation at Station Ambrose Light (ALSN6) for the period 1990-1995 is provided below.

Month	Average Wind Speed (mph)	Maximum 1 hr avg Wind Speed (mph)	%Time Winds over 25 mph	Average Signif. Wave Ht. (ft.)	Maximum Signif. Wave Ht. (ft.)	%Time Waves Over 6 ft.	Average # Occur- rences over 6 ft
January	19.4	51.7	26.3	3.3	15.7	8.7	3.0
February	19.7	51.8	28.1	3.2	11.8	7.9	2.8
March	18.8	70.8	24.6	3.4	19.7	9.0	3.4
April	17.7	47.5	18.9	3.1	9.1	3.7	2.2
May	16.1	40.7	13.4	2.9	9.5	2.6	1.4
June	15.8	43.6	12.4	2.6	9.5	0.9	0.6
July	14.3	39.4	5.2	2.5	9.2	0.5	1.0
August	14.3	51.1	7.6	2.8	7.5	4.2	1.7
September	15.5	48.9	9.3	2.9	9.2	2.7	1.8
October	17.0	46.6	17.4	3.0	11.5	5.6	3.0
November	19.3	59.6	25.2	3.1	15.4	7.0	2.3
December	20.2	80.0	29.3	3.4	23.9	10.7	2.8
Annual	17.3	80.0	18.2	3.0	23.9	5.4	26

Weather conditions exceeding in severity the fog conditions stated above, wind speeds exceeding the percentage shown for % winds over 25 mph, or wave heights exceeding 6 feet in height for more than one hour, will be considered "Unusually Severe" if delays are caused thereby to operations for more than 50% of the day under this contract.

#### **1.6 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (EFARS 52.2/9108(F))**

a. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8\*, "Construction Equipment Ownership and Operating Expense Schedule," Region 1. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply. (\* This manual can be ordered from the Government Printing Office by calling Tel. No. (202) 783-3238. There is a charge for the manual.)

b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-lease-back arrangements will be determined using the schedule except the rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

c. When actual equipment cost are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on standard form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorized representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

#### **1.7 CONSTRUCTION PROJECT SIGNS**

a. The Contractor shall construct five (5) signs; four for project identification, and one to show on-the-job safety performance. These signs will be placed at the Contracting Officer's direction within 15 calendar days after the Contractor receives the initial Notice to Proceed.

b. Exact placement location will be designated by the Contracting Officer.

c. Panels are fabricated using HDO (High Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces are non-reflective vinyl.

d. All legends are to be die-cut or computer-cut in the sizes and type-faces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel on the left side of the construction project sign with Corps signature (reverse version) is screen printed onto the white background.

e. Samples of the signs are included at the end of this section. The project names on the sample signs are only provided to illustrate format. The actual signs will include the name of this project. The precise wording shall be provided by the Contracting Officer's Representative.

f. No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the project site.

#### **1.8 SUBMISSION OF CLAIMS**

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

a. Claims referencing or mentioning the Contracting Disputes Act of 1978

b. Requests for a written decision by the Contracting Officer

c. Claims certified in accordance with the Contract Disputes Act of 1978

A copy of the requests shall be also be provided to the authorized Contracting Officer's Representative (COR) for action and no other Government representative is authorized to accept such requests. The Contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

#### **1.9 SCHEDULING AND DETERMINATION OF PROGRESS**

Pursuant to the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS in Section 00700, the Contractor shall prepare and submit for approval a practicable project schedule. The type of schedule and detailed requirements as well as timing of this submittal shall be as specified in specification section "Project Schedule".

This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified schedule for approval by the Contracting Officer.

The terms of Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved project schedule, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met.

Neither on the project schedule as originally submitted nor on any updated periodic schedule which the Contractor is required to prepare and submit, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause, PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS, in Section 00700. The making of such an allowance will be contingent upon a determination by the Contracting Officer that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

#### **1.10 INSPECTION (1965 APR OCE)**

The inspectors, the Contracting Officer's Representative at the site of the work have certain direct and indirect authority to assure that the work is being performed in compliance with the plans and specifications, will direct the maintenance of the gauges, ranges, location marks and limit marks in proper order and position. The presence or absence of an inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

(a) To furnish, at the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However,

the Contractor will not be required to furnish such facilities for the surveys, prescribed in the clause entitled "Final Examination and Acceptance."

(b) To furnish, at the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the disposal sites. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

#### **1.11 NOTICE TO MARINERS**

The Contractor shall, prior to commencement of work, notify the 1st Coast Guard District, Aids to Navigation Officer, of his proposed operations including location and duration of operations and request that the information be published in a "Notice to Mariners." This notification must be given at least three (3) weeks in advance so that it appears in the "Notice to Mariners" at least one week prior to the commencement of the dredging operation. The Contractor shall also coordinate all dredging and transportation activities with U.S. Coast Guard Activities New York, Vessel Traffic Service Branch at 718-354-4191 or facsimile 718-354-4096.

#### **1.12 PROTECTION OF EXISTING STRUCTURES**

All existing structures, piers, bulkheads, utility lines, ships, etc. shown on the drawings or the existence and location of which are made known to the Contractor prior to beginning of work shall be protected from damage. In the event of damage as a result of the Contractor's operations, the Contractor shall be responsible for the repair, restoration, or for all costs of damage resulting therefrom. If the Contractor elects to have alterations made to any existing structure, utility, or other improvements for his convenience, he shall make arrangements with the owner of the facility for such alterations and the arrangements made shall be approved by the Contracting Officer unless they are to be removed.

#### **1.13 BRIDGE-TO-BRIDGE COMMUNICATION**

In order that radio contact may be made with passing vessels, all major vessels and plant, engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), on a frequency of 156.65 MHZ, Channel 13 with low power output having a communication range of approximately ten (10) miles. The frequency has been approved by the Federal Communications Commission.

#### **1.14 PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN HQ USACE)**

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be SF 1421, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DoD contracting offices for their future use in determining Contractor responsibility, in compliance with DFARS 36.201(c)(1).

#### **1.15 FINAL EXAMINATION AND ACCEPTANCE (1965 APR OCE)**

As soon as practicable after the completion of an entire acceptance area, a final examination of the work will be conducted by the Contracting Officer, at the cost and expense of the Government by acoustic sweep survey system. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same. The Contractor, or his authorized representative, will be notified when soundings or sweepings are to be made, and will be permitted to accompany the survey party. The Government shall notify the Contractor of the findings of survey within ten (10) calendar days from the date the survey was performed by the Government. When the area is found to be in a satisfactory condition, it will be accepted. Should more than two sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of **\$8,200.00** per occurrence.

**For purposes of this Contract, Acceptance Area 1,2,2A,3,4,4A,5,6 and 7 as defined on the drawings have been identified as acceptance areas.** Progress payment shall be arranged at the pre-construction conference. The Contractor shall perform pre-final hydrographic sweep surveys of an entire acceptance area to verify the area is satisfactorily completed prior to final examination by the Government. The pre-final surveys shall be performed using a multitrack or multibeam survey system to insure 100% coverage of the entire acceptance area. The proposed method for performing these surveys and all equipment and programs shall be submitted for approval. The Contractor's hydrographic surveys shall meet or exceed the survey standards listed in EC 1130-2-210, HYDROGRAPHIC SURVEYING, 1 October 1998 for Class I surveys.

#### **1.16 FUEL USAGE**

The Contractor shall furnish the Contracting Officer a report, to be received on or before the last day of the calendar month, listing the totals of fuels consumed by the dredging plant and support vessels. The report shall list quantities of different fuels separately. The report shall cover the period from the 25th of the preceding month to the 25th of the current month.

#### **1.17 OIL TRANSFER OPERATIONS (NAP-1/81)**

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, state, and municipal laws, codes and regulations. Particular attention is invited to 33 CFR Subchapter 0, "Pollution." The Contractor shall incorporate in the accident prevention program, submitted in compliance with contract clause ACCIDENT PREVENTION in Section 00700, sufficient information to demonstrate that all fuel transfers will be made in compliance with 33 CFR 156 and any other applicable laws, codes and regulations.

**1.18 CERF IMPLEMENTATION (83 JUN 1 OCE)(EFARS 52.2-9112)**

NOT USED.

**1.19 ENVIRONMENTAL LITIGATION (1974 NOV OCE)(ECI 7-671.10)**

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than those required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause in Section 00700 of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

**1.20 SIGNAL LIGHTS (FEB 1983)(DEAN-PRP Ind 12 Sep 83)**

The Contractor shall display lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed. Vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels on the high seas (33 CFR 81 App. A-72 COLREGS. Part C), vessels in inland waters (33 CFR 93.18 - 93.31a), and vessels in western rivers (33 CFR 95.5.51 - 95.70), as applicable.

**1.21 LABOR - ADDITIONAL REQUIREMENTS**

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879. Statement of Compliance, and attached to each weekly payroll.

**1.22 CONTINUING CONTRACT (ALTERNATE) (1995 MAR)(EFARS)**

a. Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$5,000,000 has been reserved for this contract and is available for payment to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by the nonfederal project sponsor will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

b. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

c. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

d. If earnings will be such that funds reserved for the Contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

e. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

f. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

g. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work



arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

h. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

i. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

j. The term "Reservation" means monies that have been set aside and made available for payments under this contract.

#### **1.23 VERIFICATION OF SMALL BUSINESS UTILIZATION**

a. This clause is applicable to small business concerns whose contracts exceed \$1,000,000.

b. In accordance with the clause at FAR 52.219-8, entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS, in effect on the date of this contract, the Contracting Officer may survey the extent of small and small disadvantaged business utilization under this contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollar amounts of subcontracting awards with small businesses and small disadvantaged businesses.

c. As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.

d. The Contractor agrees to insert this clause in any subcontract that may exceed \$1,000,000, including this subparagraph d.

#### **1.24 PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS**

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" in Section 00700 and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

a. At the time of submission of the progress chart, the Contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree

of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The schedule of values (or prices) shall consist of a detail breakdown of the contract price, giving quantities breakdown for each of the various kinds of work (rock and non-rock materials), unit prices, and extended prices therefor. The required schedule shall be based on the actual breakdown of the bid price. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the Contractor and any payment made to him. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The Contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in subparagraph (c). For purposes of payment a "proper invoice" is defined as the follows:

1. An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and associated costs.

2. A properly completed Eng Form 93 and 93a (where required).

3. All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedule, updated submittal registers, etc.

4. The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship.

I hereby certify, to the best of my knowledge and belief, that -

(1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontractor.

(4) All required prime and subcontractor payrolls have been submitted.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submission and the Contractor shall be so notified at the pre-dredging conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the Contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the Contractor in accordance with the following time frames:

1. Progress Payments - From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.

2. Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 14 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.

3. Final Payment. A final payment request shall not be considered valid until the Contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 14 days from the date of acceptance of the project by the Contracting Officer.

g. The Contractor is required to perform monthly progress payment surveys as permitted by the Contracting Officer. Surveys shall be in accordance with EC 1130-2-210, Hydrographic Surveying, 1 Oct 1998, for Class I Surveys. The method(s) to measure material dredged shall be established at the pre-construction conference or some other time as directed by the Contracting

Officer's Representative. Survey quantity calculations shall be based upon the average end area method or triangulated irregular network systems (TINS) method. Progress payments on estimates of work accomplished for **Bid Item Nos. 0001AC, 0001AG, 0001AH and 0001AL; and Optional Items 0005A, 0005B, 0006A, 0006B and 0006C** shall be 90 percent of the line item amount until the area is surveyed and accepted by the Government. The Contractor's proposed method for performing progress surveys and all equipment and computer programs shall be submitted for approval. Progress surveys shall be performed with digital depth sounders, heave compensators and appropriate survey data processing programs. Bar checks and calibrations shall be performed at the beginning and conclusion of all progress payment surveys.

#### 1.25 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "DEFAULT: (FIXED PRICE CONSTRUCTION)"(ER 415-1-15)(31 Oct 89). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied (See paragraph 1.5 part 11 for weather conditions):

a. The weather experienced at the contract site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

Station Location: Newark, N.J.

#### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(7)	(6)	(7)	(5)	(6)	(5)	(6)	(5)	(5)	(4)	(4)	(6)

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days,

giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)"(ER 415-1-15) (31 Oct 89).

#### 1.26 SAFETY AND HEALTH REQUIREMENTS MANUAL

The Contractor is advised that the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, as referenced in the Accident Prevention Clause of the CONTRACT CLAUSES in Section 00700, is dated 3 September 1996. The Contractor shall review the latest changes and all interim changes (changes made between publication of new editions) to the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, will be posted on the Headquarters Website. The date that it is posted will become the official effective date of the change. Contractors shall comply with the latest version of EM 385-1-1 that is in effect on the date of the solicitation. The website location where these changes can be found is under the button entitled, "Changes to EM", located at: [http://www.hq.usace.army.mil/soh/hqusace\\_soh.htm](http://www.hq.usace.army.mil/soh/hqusace_soh.htm)." Before commencing work, the Contractor shall (1) submit a written Accident Prevention Plan which meets the minimum requirements outlined in EM 385-1-1, Appendix A; and (2) meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program. No work shall commence until the Safety and Health Officer and the Accident Plan is accepted by the Contracting Officer.

a. The Contractor shall submit a written Accident prevention Plan which meets the minimum requirements outlined in EM 385-1-1, Appendix A. All certificates, inspection reports and licenses identified in Section 19, entitled "Floating Plant and Marine Activities", paragraph 19.A.01 and 19.A.02 of EM 385-1-1 shall be submitted with the Accident Prevention Plan. If there is conflict between the Government regulations and the Seagoing Barge Act, the most stringent requirement governs. When new floating plant is brought onto the job site, said certificates and inspection reports, determining that the floating plant is in safe operating condition, shall be submitted to the Contracting Officer before it is placed in service.

b. Notwithstanding what is shown on the specifications, the Contractor shall use the following Interim Policy Guidance below:

1) The following interim policy guidance is provided for EM 385-1-1, paragraphs 01.C.04 a & b currently written as:

"Operators shall not be permitted to operate beyond the following limits:

(a) Operators of hoisting equipment, mobile construction equipment and draglines shall not be permitted to exceed 10 hours of duty time in any 24-hour period, including time worked at another occupation, without an interval of eight consecutive hours of rest.

(b) Operators of other equipment and motor vehicles, while on duty, shall not operate equipment or vehicles for a continuous period of more than 10 hours in any 24-hour period without at least eight consecutive hours of rest; nor shall any employees, while on duty, operate any vehicles after being in a duty status for more than 12 hours during any 24-hour period without at least eight consecutive hours of rest. **Variation in these**

**requirements requires documented approval of the designated authority and notification of the Command's Safety and Occupational Health Office."**

2) Definitions for terms highlighted in bold and underlined type above are defined as:

Duty Time, On Duty & Duty Status: those hours for which the employee is being monetarily compensated.

Continuous Period: those hours for which employee works uninterrupted, except for meal periods and breaks, at one or more specific tasks during time.

Rest (period): time period free of all restraint or duty for and free of all responsibility for work or duty.

Designated Authority: the senior person in charge or his/her appointed representative for the operation being considered. (Resident Engineer/Project Manager/Operations manager, etc.)

Command Safety and Occupational Health Office: the District Safety and Occupational Health Office having jurisdiction over the work being conducted.

Activity Hazard Analysis: a tool used to document a process by which the steps (procedures) required to accomplish a work activity are outlined, the actual or potential hazards of each step are identified, and measures for the elimination or control of those hazards are developed.

Qualified Person: one who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve or resolve problems related to the subject matter, the work, or the project.

3) The designated authority may issue a variance to paragraphs 01.C.04 a or b. The variance must be documented and supported by an Activity Hazard Analysis and the local Command Safety and Occupational Health Office notified.

4) In addition to currently required reporting criteria, a qualified person or persons(s) shall conduct special emphasis investigations on all Class A, B, & C, marine accidents to include property damage exceeding \$2,000 damage. The investigations will specifically focus on work practices, schedules, time of day, hours on duty, rest periods, employees work schedule per pay period and other pertinent facts. The results of the investigation will be documented and sent the HQUSACE Safety and Occupational Health Office for collection and evaluation.

## **1.27 PLANT**

The Contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in satisfactory operating condition, capable of safely and efficiently performing the work as set forth in the specifications and be subject to the inspection of the Contracting Officer at all times. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer. The measure of the capacity of the plant shall be its

actual performance on the work to which these specifications apply. The use of hopper and cutterhead dredges is prohibited

#### **1.28 STATE/LOCAL INCOME TAXES**

The Contractor agrees that if during the performance of this contract it is relieved of its obligation to pay state and/or local income taxes on the income from this contract, an equitable adjustment will be made. The Contractor agrees to notify the Government within thirty (30) days of its relief from such taxes.

#### **1.29 THE SEAGOING BARGE ACT (Revised 46 USC 2101(3),(32); 3301(4),(6); 3302 (c)(2); 3305(a),(a)(1),(3),(4); 3307(1),(3); 3309(a); 3311)**

The Seagoing Barge Act applies to this project. In the event the Contractor contemplates using plant that requires U.S. Coast Guard certification to comply with this Act, the Contractor shall submit a copy of said certificate(s) with his Accident Prevention Plan to the Contracting Officer for approval within fifteen (15) calendar days after the award of contract. No work shall commence until the Contracting Officer reviews and approves the Accident Prevention Plan. If there is conflict between the US Army Corps of Engineers Manual and the Seagoing Barge Act, the most stringent requirement governs.

#### **1.30 TIME EXTENSIONS: (APR 1984)**

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule. (FAR 52.212-6)

#### **1.31 SUPERINTENDENCE OF SUBCONTRACTORS: (JAN 1965)**

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clauses titled, "SUPERINTENDENCE BY THE CONTRACTOR".

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DoD FAR Supplement 52.236-7008)

### **1.32 INSURANCE PROCURED BY CONTRACTOR AND THE PORT AUTHORITY**

#### **1.32A INSURANCE PROCURED BY CONTRACTOR**

a. At the Government's option, to be exercised in writing no later than 270 days after the contract award, the Contractor shall procure and maintain during the entire period of its performance under this contract the following insurance policies:

- (1) Commercial General Liability Insurance in limits of not less than Three Million Dollars (\$3,000,000) combined single limit per occurrence for bodily injury, death, personal injury and property damage, including but not limited to coverage for premises-operations, products-completed operations, independent contractors, broad form property damage, property damage arising out of explosion, collapse or underground property damage hazards, with contractual liability coverage covering the risks assumed under this agreement.
- (2) Automobile Liability Insurance covering owned, non-owned and hired autos with a limit of not less than Three Million Dollars (\$3,000,000) per accident.
- (3) Maritime Protection and Indemnity Insurance, and Chartered Legal Liability Insurance where applicable, relating to the operation, maintenance, or use of any vessel, in limits of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, and property damage including coverage for Masters and members of crews.
- (4) Environmental Liability Insurance in limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage indemnification given by under this agreement.

b. The policies described in 1, 2, 3 and 4 above shall be endorsed to include the Port Authority of New York and New Jersey (the "Port Authority") as additional insured and shall contain a provision that the policies may not be cancelled, terminated or modified without thirty days written notice to the Contracting Officer, US Army Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090 and the General Manager, Risk Management/Treasury, 225 Park Avenue South, 12<sup>th</sup> Floor, New York, NY 10003. Moreover, the Commercial General Liability policy shall not contain any provisions for exclusions from liability other than provisions for exclusions from liability forming part of the standard, basic unamended and unendorsed commercial general liability policy. The policies described in 1, 2, 3 and 4 shall also include cross-liability coverage and must be stated on the certificate (s) of insurance.



c. Further, the liability policies shall be specifically endorsed to prohibit the insurance carrier from raising any defense involving in any way jurisdiction of the Tribunal, immunity of the Port Authority, governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining written expressed advance permission from the General Counsel of the Port Authority. The certificate (s) of insurance shall contain this language.

d. The Contractor shall take out and maintain Workers' Compensation Insurance (including other states coverage) in accordance with requirements of law. The policy shall include the United States Longshore and Harbor Workers' Compensation Act Endorsement.

e. In the event the Government exercises the option provided for in this Section, the Contractor shall furnish the Contracting Officer and to the Port Authority at the above addresses, within five (5) calendar days of the award of the opinion, a certificate of insurance evidencing the above required insurance. The policies and the certificate of insurance evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Port Authority in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer and the Port Authority shall have the right, upon written notice, to receive copies of the policies required hereunder.

f. Prior to exercise of the option provided for in this Section, the contractor will be required to submit to the Contracting Officer a certification from the Contractor's insurance carrier that the amount inserted by the Contractor in the item entitled "Additional Cost for Optional Insurance" of the Price Schedule represents only the additional premium paid by the Contractor as a direct result of the specific insurance requirements of this Section and excludes those premium costs which would have otherwise been incurred by the Contractor if the insurance option had not been exercised.

g. Prior to any exercise of the option provided for in this Section, the Contractor shall furnish a computation from his insurance carrier, which sets-forth the elements of the said additional premium, including, but not limited to the following: the additional costs of the Port Authority of New York and New Jersey being named as an additional insured broken down by policy type; any other additional costs due to the insurance requirement and the nature thereof.

h. Prior to any exercise of the option provided for in this Section, the Contractor shall furnish a computation as to that amount, if any, of the premium costs of his existing insurance coverage he is allocated to the work of this contract. The Contractor shall indicate whether such attribution is pursuant to a standard formula or cost administration practice or was otherwise derived.

i. The Government reserves the right to request a further elaboration with regard to this computation at any time before exercise of the option.

j. Payment items for insurance premium procured by the Contractor under this paragraph shall be made at contract lump sum price listed in the Price schedule, option Item No. 0002, Additional Cost for Optional Insurance, if the optional item is awarded.

### **1.32B Insurance Procured by the Port Authority**

The Port Authority will procure and maintain in force at its own cost an Environmental Insurance Policy covering Contractor's pollution legal liability and professional liability, including cleanup, with a limit of \$20,000,000 each claim and in the aggregate and a deductible of \$100,000 as it relates to the work of this Contract for dredging and disposal of dredged material. The policy will be in effect commencing on the date that the Government awards this Contract and will include the Contractor and approved subcontractors as named insureds for such period that is appropriate for the methods used by the Contractor and subcontractors for dredging and disposal of dredged material.

The Contractor and the subcontractors must refer to the policy form to, determine all coverage included and excluded and to determine their rights and responsibilities as insureds under the policy form. A copy of the policy may be examined during normal business hours by the Contractor or, at the Contractor's request, by any of the subcontractors performing work for the Contractor under this Contract, at the office of the General Manager, Risk Management/Treasury, 225 Park Avenue South, 12<sup>th</sup> Floor, New York, NY 10003. The contractor and the subcontractors are responsible for payment for all losses within the deductible and losses not covered by the Environmental Insurance policy.

The Contractor and subcontractors shall comply with all obligations as insureds under or in connection with the above policy.

### **1.33 FIELD OFFICE**

a. The contractor shall furnish the following new equipment to the existing Government Office Trailer facilities located at Caven Point, NJ for use of the Contracting Officer.

- \* Four (4) cellular mobile phones (latest model) and monthly bills associated with the cellular phones are to be paid by the Contractor.

- \* Three (3) 2-line telephones with extension and intercom connection, a separate cordless station phones 900 MHz (2) line (Total 12 Units). Installation and phone company fees, and monthly local and long distance bills for the duration of this contract are to be paid by the Contractor. The Contractor shall arrange for the telephone service and instruments as follows:

- \* 7 separate phone lines with 12 instruments and wall jacks for voice communication.

- \* One (1) five line digital telephone answering machine with remote answering and access capability and voice time/day stamp.

- \* Four (4) 4-drawer, legal size lockable filing cabinets.

- \* Two (2) Shelf set, four shelves high x 12 inches deep x 3 feet long, (attachable to wall).

- \* One (1) Plain paper telefax machine with a dedicated telephone line and an adequate supply of paper. The supply of telefax paper shall be replenished by the Contractor as required by the Contracting Officer.

- \* Four (4) IBM compatible personal computers Pentium IV 1 GHz or better with computer desk with printer stand, to be supplied complete in all

respects to the Contracting Officer within 10 days of notice to proceed, including for each machine:

- \* Computers shall be connected to a high speed internet connection with a bandwidth of at least 512 kbps DSL/cable network connection.

- \* Four (4) computer printers: HP Deskjet 1120C or Equal
- \* High-speed cache memory controller with 512 KB L2 PIPELINE BURST CACHE
- \* 1 GHz SYSTEM BUS
- \* 500 MB SDRAM or more
- \* (1) 3.5" 1.44 MB diskette drives with hard drive controller
- \* 20 GB hard drive with access time of 9 ms
- \* Multi I/O card
- \* 7 expansion slots
- \* Sound Card W/ SPEAKERS
- \* Enhanced 101 keyboard
- \* DOS 6.22 or higher
- \* 6 outlet surge protectors
- \* 17" SVGA high-resolution flat panel display screen color monitor with refresh rate 75 Hertz or better
- \* Diamond Viper V770D Video Card or better
- \* DVD ROM and CD writer
- \* 10/100 MB 3 COM Net Card with RJ45 connector (Network Connection)
- \* 8 MB SVGA color graphics card minimum 100MHz
- \* Provide paper supplies, ink cartridges, toners, etc., and maintenance as necessary for all office equipment.
- \* Original DOS manual and disks installed
- \* 3 button Mouse w/ pad
- \* Modem 56000 Baud v90
- \* Voice recognition software with 95% accuracy.
- \* Software 95% Scan OCR Accuracy
- \* CD ROM (DVD 40x/Speed) (INTERNAL)
- \* CD 2X6R/W (READ/WRITE CD) W/ 20 DISKS (INTERNAL)
- \* 100mb ZIP drive or equal, which will accept 100mb ZIP disks (internal)
- \* WINDOWS 2000 or Windows (latest version)
- \* Primavera for windows including all original disks and manuals or equivalent
- \* 8 Microsoft Office 2000 Professional including MS Word and Excel or latest version
- \* Anti-Virus software 2 types
- \* Communication Software
- \* Microstation software
- \* All software shall be the latest version available, compatible with hardware, and shall be provided with CD ROM disks and manuals as installed
- \* Computer must be completely set up with DOS and the above software operable. Setup person will give an eight-hour demonstration period to show that all components are functioning properly and answer any questions the Contracting Officer may have ABOUT ANY PROGRAM.
- \* ALL REQUIRED CABLES CONNECTORS AND WIRING TO CREATE THE COMPUTER NETWORK AND HARDWARE.

The following new equipment shall also be provided:

- \* One (1) 19" Color TV
- \* A weather station at the PJ Project Office to electronically record wind speed, direction and rainfall intensity on a daily basis
- \* One Video Cassette Recorder (VCR) VHS Format Record/Play ability
- \* One Digital Video Camera with interface, software, spare battery, case and charger

- \* One (1) Optical scanner-full page 4800 DPI Enhanced with optical character reader and OMNI PAGE PRO software SCSI interface TWAIN driver.

- \* One (1) Vertical filing plan rack for twelve sets of 30 inch x 48-inch plans

- \* One (1) Heavy duty, digital, photocopying machine, with auto document feeder, sorter, collator, enlarging/reduction ability, 8.5 x 11; 1, 8.5 x 14 and 1, 11 x 17 paper trays and an adequate supply of copy paper and printing supplies. The supply of copy paper shall be replenished by the contractor as required by the Contracting Officer

- \* One (1) Coat Rack

- \* One (1) Paper towel dispenser with towels

- \* One (1) Paper cup dispenser with cups

- \* One (1) Water cooler/heater

- \* One steel locking storage cabinet

The following services shall be provided to the office:

- \* Potable bottled water as required maintaining a daily water supply with one spare bottle each day.

- \* Fire Extinguishers. Non-toxic, dry chemical, fire extinguisher meeting Underwriters Laboratories, Inc. approval for Class A, Class B, and Class C fires with a minimum rating of 10A; 20B; 10c

- \* Radio communication equipment including base station and two (2) portable units on the Contractor's frequency, all with desk chargers. If the Contractor's frequency is not VHF then provide, in addition to the contractor's frequency equipment, a VHF Base Station and FOUR (4) hand held VHF radios with desk chargers similar to ICOM IC-M125 (Base Station) and IC-M15 Hand Held.

- \* 2 pairs marine binoculars, Bushnell Powered 16X50 Insta Focus Waterproof Binocular or Equal

- \* Janitorial services for the two existing field office trailers at Caven Point, NJ on a daily basis including, but not limited to, sweeping, emptying baskets, weekly mopping, dusting all surfaces, servicing of toilets and washing and waxing of floors, cleaning all windows (interior and exterior) AND re-supply of paper goods and soap.

- \* Sufficient supply of electrical outlets.

- \* All utilities (water, sewer, electricity, heat, and all telephones) monthly bills are paid by the Contractor for the duration of this contract.

b. The Contractor shall provide maintenance of exterior and interior of two existing field office trailers at Caven Point, NJ to include all systems , i.e., electrical, mechanical such as HVAC, plumbing, water supply, sewer and cleaning. Cleaning shall include power washing. Payment shall be made for providing above accommodations and all costs in connection therewith shall be paid at contract lump sum price listed in the Bidding Schedule.

c. Computer Security requirements:

The Contractor will agree to accept responsibilities and comply with procedures indicated below in connection with the furnishing of Contractor-owned computers for use by the Government personnel in accordance with contract requirements.

1. The computers must be dedicated exclusively for the Government use. The Contractor will not use any computer it supplies which is designated for use by the Government. The Contractor will assure that the

Central Processing Unit (CPU) is electronically isolated from the contractor's and not inter-connected via Local Area Network (LAN).

2. Normal access to the computer shall be restricted to Corps of Engineers personnel. The Contractor shall install computers in Office Trailers dedicated for Government use, whether new or existing. The Contractor must immediately notify the Government personnel when emergency access to the trailer was exercised by non-Government individuals, and what the circumstances were.

3. If the CPU hard drive fails, the Government will furnish an equivalent hard drive to the owner of the computer, and the old hard-drive will be returned to the Government. The Contractor shall not remove any hard drive nor proceed with any repair of the computer unless an authorized Government employee witnesses and approves of the repair.

4. At the time of return of the computer, the Contractor will allow the Government to first remove all information from the hard-drive.

5. The Contractor agrees to provide a written certification signed by an authorized officer of the company agreeing to the above policy.

#### **1.34 PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and DFARS 52.215-7000 (APR 1985) as follows: In determining whether a pricing adjustment is expected to exceed \$100,000, the term "pricing adjustment" shall mean "the aggregate increases and /or decreases in cost plus applicable profits." (FAR 52.236-1)

#### **1.35 PERFORMANCE OF WORK BY THE CONTRACTOR (1984 APR)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

#### **1.36 PARTNERSHIP IMPLEMENTATION PLAN**

To more effectively accomplish this contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation by the Contractor is required. A facilitator subject to approval by the Contracting Officer shall be hired by the Contractor, who would be responsible to arrange for an offsite location for the initial conference, provide all workshop materials, and compile and distribute a completed partnering agreement to all participants within 30 days after the initial partnering session. Both parties will sign and abide by the

partnering agreement. The initial conference site location will be coordinated with the Contracting Officer for approval.

Contractor should plan for the attendance of approximately 15-20 individuals from the Government in addition to the Contractor's and Sub-contractor's personnel. The cost of the facilitator, offsite conference facility, and the partnering agreement will be borne by the Contractor. Subsequent partnership conferences will be held monthly, and will be facilitated by the Government representative and held at Government facilities. They are anticipated to be each of one-hour duration. For subsequent monthly conferences the Government will prepare the agenda, and the Contractor will prepare and distribute minutes within 48 hours of the conclusion of the conference.

#### **1.37 PRECONSTRUCTION CONFERENCE**

a. A Preconstruction Conference will be arranged by the Contracting Officer or his Representative after award of the contract and before the commencement of work. The Contracting Officer's Representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form:

- The Contractor's order of work for dredging and performing other work.
- Accident Prevention Plan. (See Contract Clauses)
- Quality Control Plan.
- Letter appointing Superintendent.
- List of Subcontractors.
- All office equipment and furniture catalogs for Government approval. All office equipment and furniture will be brought to the site for field office within 15 calendar days after Government approval.

#### **1.38 MISPLACED MATERIAL**

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector, and when required shall mark or buoy such obstructions until the same are removed. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer, and the cost of such removal may be deducted from any money due or to become due the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of the vessel wrecked or sunk without fault or negligence shall be limited to that provided in sections 15,19, and 20 of the River and Harbor Act of March 1899. (33 USC 410 et seq.) (DoD FAR supplement 52.236-7006)

### **1.39 CHANGE OF DISPOSAL FACILITY**

a. The Government reserves the right to negotiate a change to the contract as other disposal facilities become available to the Government.

b. If such a change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Contracting Officer shall make an equitable adjustment to and modify the contract in accordance with the Contract Clause, CHANGE (FAR 52.243-4).

c. Placement of non-rock and non-HARS Materials at the Newark Bay Confined Disposal Facility (NBCDF): Placement of non-rock material unsuitable for placement at the HARS at the NBCDF shall be at the direction of the Contracting Officer or the Contracting Officer's Representative. In addition the Contracting Officer or the Contracting Officer's Representative shall identify the area to be dredged by the Contractor. Placement of the non-rock material "unsuitable for placement at the HARS" at the NBCDF will be directed on a "scow by scow" basis. See the NJDEP Federal Consistency Determination/Water Quality Certification, which accompanies.

### **1.40 NOTES ON ESTIMATED ROCK ELEVATIONS**

The rock contours shown on the plans and approximate rock lines shown the cross sections were developed from the data contained in the subsurface investigations and form the basis of the Government estimate. Since this data can be subject to different interpretations, bidders are advised to perform their own independent evaluation of rock contours and approximate rock lines.

### **1.41 CONTRACTOR DIVING OPERATION**

a. Diving contractors shall submit a safe practices manual that includes the requirements of EM 385-1-1, Section 30.A.11 (1) through (5) to the Command Dive Coordinator (UDC) for review and acceptance at least fifteen (15) days prior to the commencement of dive operations.

b. A dive operations plan in accordance with EM 385-1-1, Section 30.A.13 a. (1) through (11) shall be developed and implemented by the diving contractor for each dive. The plan shall be submitted to the UDC and the Safety and Occupational Health Office Dive Safety Representative for review and acceptance prior to commencing the dive. Written acceptance in the form of a memorandum or electronic mail from the UDC is required for diving operations to commence.

### **1.42 FACILITIES**

The Contractor shall provide and maintain as a minimum one boat in good running condition and less than one year old or equivalent subject to the approval of the Contracting Officer Representative (COR), used exclusively by the Government representatives. The contractor shall provide all fuel, maintenance and repairs for the boat until the contract completion date.

- The boat shall meet the following specifications: 26' length Aluminum Hull with weatherproof cabin. USCG safety package, anchor, boarding ladder, heat and air conditioning, ship log, VHF radio, Contractor's frequency Radio (if other than VHF), Class B EPIRB, Loud Hailer, cooler, torsion tow bar with line, and crash rail, (2) Remote spot lights.

\* Power options: twin outboards or single inboard engine with standby outboard engine.

\* Contractor to provide year round docking facilities in the City of Bayonne, NJ for the duration of the contract adjacent to the construction site and subject to the approval of the contracting Officer Representative.

\* Products of manufacturers may be substituted provided they are equivalent in all respects, are similarly equipped and are 26 feet LOA, subject to the approval of the Contracting Officer. Safety equipment required by the US Coast Guard shall also be provided for the boat. The contractor shall hold the Government harmless for any damage to the boat, other than that caused by negligent operation.

- The contractor shall provide and maintain as minimum two (2) vehicles in good running condition and less than one year old or equivalent subject to the approval of the Contracting Officer Representative exclusively for use by Government representatives. The Contractor shall provide all fuel, maintenance, weekly cleaning (inside and outside), insurance and repairs for the vehicles until the contract completion date without restriction.

\* One (1) vehicle shall be a full size 4-door vehicle with Power Windows AM/FM Stereo, Air Conditioning with locking rear differential.

\* One (1) vehicle shall be a Chevrolet, Ford, GMC, (Suburban, Expedition, Excursion) or equal that can carry 7 passengers or more with power windows, AM/FM Stereo and Air Conditioning with tow package.

\* 1 of the above vehicle shall be 4x4.

\* Products of other manufacturers may be substituted provided they are equivalent in all respects and are similarly equipped and subject to the approval of the Contracting Officer. The Contractor shall hold the Government and the PANYNJ harmless for any damage to the vehicles, other than that caused by negligent operation.

a. The Contractor shall take out and maintain an Automobile Liability Insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability in limits of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage covering the operation of all automobiles provided for the Government employee use in connection with performing the contract. The liability policy shall be endorsed to include the US Army Corps of Engineers, as an additional insured and shall contain a provision that the policies may not be cancelled, terminated or modified without thirty days notice to the Contracting Officer.

b. No separate payment will be made for providing the above accommodations and all costs in connection therewith will be considered the obligation of the contractor. All facilities shall be removed from the project site at the contract completion date or when and as directed by the Contracting Officer.



#### **1.43 LABOR SURPLUS AREA EXPENDITURE REQUIREMENTS (JUL 1978)**

(This paragraph pertains only to work done within the boundaries of Richmond County, New York.)

a. The site of the construction work is located in an area determined by the Secretary of Labor to be a Labor Surplus Area. Accordingly the Contractor hereby agrees to perform a substantial portion of the contract work in this or in any other labor surplus area. "Substantial portion" means the aggregate costs that will be incurred by the Contractor and his first-tier subcontractors and suppliers, on account of manufacturing, production, or services performed in this or any labor surplus area, and the costs that will be incurred by second-tier and lower-tier subcontractors on the construction site will exceed fifty percent (50%) of the price of this contract.

b. Upon request, the Contractor shall furnish to the Contracting Officer data to substantiate that this obligation is satisfied.

c. The Contracting Officer will furnish upon request a list of labor surplus areas.

#### **1.44 QUANTITY SURVEYS**

##### **a. Quantity Surveys**

Quantity Surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and the in-situ volume of the dredged material removed.

##### **b. Government Surveys**

The Contracting Officer will conduct the pre-dredge survey of the contract area as close to commencement of dredging as possible.

Upon the removal of the **Non-Rock Material, Bid Item Nos (CLIN). 0001AC, 0001AG, and 0001AH; 0005A and 0005B and 0006A, and 0006C** the Government will conduct post-dredge surveys, at no expense to the Contractor, except as noted in Section 00800, Special Contract Requirements entitled "Final Examination and Acceptance". Quantity computations for the volume of Non-Rock Material removed will be based on these surveys.

##### **c. Contractor Surveys**

The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys accomplished by the Contractor shall be conducted under the direction of the Contracting Officer, unless the Contracting Officer waives these requirements for each specific instance. For the Contracting Officer to approve the selected survey firm or licensed surveyor, the Contractor must provide documentation indicating that modern electronic horizontal positioning and sounding system equipment will be used for the surveys to be performed as well as documentation verifying the experience of

the operators using the equipment. Typical information that will be required, as a minimum, includes the name, model, and year of manufacturer of the electronic equipment, the electronic frequencies of the horizontal positioning equipment and the sounding equipment, and manufacturer's stated positioning and sounding accuracies, and capability of the equipment proposed for usage. In addition, the Contractor must provide the information that a safe and suitable vessel meeting U.S. Coast Guard requirements is available and will be used for operation in the waters where the surveys are to be performed. The Contractor shall submit credentials/qualifications as evidence that qualified, experienced staff are available and will be used for the operation of the vessel as well as the electronic positioning and sounding equipment.

d. Field Notes

Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records related to the survey including quantity calculations and cross sectional plots to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such materials furnished to the Contracting Officer.

**1.45 ALTERNATE DISPOSAL SITE COMPLIANCE**

ALTERNATE DISPOSAL SITE COMPLIANCE

If the Bidder selects to bid an alternate disposal site(s) the Apparent low bidder must demonstrate to the **Government within 70 calendar days** from the date the Apparent low bidder is notified of being the low bidder; that the alternate disposal site(s) is operational, capable of processing and disposing of the Non-rock material unsuitable for placement at the HARS on that date for the in-situ quantity as per line items **CLIN 0001AC, 0005B and 0006C** and is in compliance with the New Jersey Department of Environmental Protection and/or with the New York State Department of State Coastal Zone Management (CZM) Program Policies or other host state compliance as appropriate for the disposal of dredged material.

The alternate disposal site(s) must have sufficient capacity to receive Non-rock material unsuitable for placement at the HARS from the project site. The Apparent low bidder is required to perform all work to demonstrate that the alternate disposal site(s) is permitted, operational, capable of processing and disposing of the Non-rock material unsuitable for placement at the HARS on that date for the in-situ quantity as per line item **CLIN 0001AC, 0005B and 0006C** and is in compliance with the New Jersey Department of Environmental Protection and/or with the New York State Department of State Coastal Zone Management Program Policies or other host state compliance as appropriate for the disposal of dredged material. Disposal of the dredged material shall be in a fully permitted facility that has been permitted by the host state, with beneficial reuse wherever possible. Dredging, dewatering and/or other processing (if any), transfer, transportation and material disposal shall be performed in accordance with applicable law and requirements of all associated permits, approvals and government authorities having jurisdiction.

**1.45.1 Information Submitted by the Apparent Low Bidder within 3 Calendar days**

If the bidder selects to bid an alternate disposal site(s) for the processing and disposal of Non-rock material unsuitable for placement at the HARS, other than the Government designated upland site, the Apparent Low bidder must submit within 3 calendar days from the date they are notified of being the Apparent Low Bidder the following information for the alternate site(s):

a) Name of the alternate site

b) Location (street address, city, state) of the alternate site

c) Point of Contact for the alternate site and telephone number

d) Total capacity available at the alternate site for placement of Dredged Material

e) Detailed list of all permits and approvals that are required for the selected site to demonstrate that the site is legal to receive, operate, process and dispose of dredged Material and their status. Permits and approvals that shall be provided by the Apparent Low Bidder to the Government include placement site permits as applicable and others as related to transportation, processing and placement of the dredged material, or any other aspects of the bidder's proposed disposition of the dredged material including any and all permits, authorizations, contracts, agreements, licenses, rights-of-entry.

f) Copies of permits currently issued/approved at the time of submission.

g) Identification of Regulatory Agency required to issue/approve items listed in e) above

h) Timeline for obtaining the required permits - Bar Chart for Obtaining Permits and Approvals - A bar chart indicating time(s) required for obtaining all permits/approvals required by the bidder for each item of work as described by the bidder. The schedule will detail the major steps (such as time to prepare the permit request, the date it will be submitted to the regulatory agency, time for agency review, public coordination, etc).

i) Evidence of Anticipated Daily Production Capability - Evidence of the anticipated daily production capability (CY /day) and throughput rates for their proposed integrated system of dredging, transportation, processing, and placement for each alternate site proposed.

j) Disposal Site Elements Information -

1) State capacity of each element of the system. This should include both the total capacity and uncommitted capacity of the disposal site(s).

2) Time frame for availability for each element of the system: hours of operation in each day; days of operation in each week; months of operation in each year.

3) Location of each element of the system: Descriptions with reference maps; Distances between the elements, measured in miles.

k) Disposal Site(s) Construction Activity Schedule and Project Construction Schedule - A schedule showing the order in which the apparent low bidder proposes to perform the work and the dates on which the apparent low bidder contemplates starting and completing the salient features of work (including

acquiring materials, plant and equipment, and the completion of the major acceptance areas). The schedule shall indicate that the production rate of the facility is sufficient to ensure that the project will be completed within the contract's required completion date. The apparent low bidder shall consider its proposed integrated system of dredging, transportation, processing, and placement. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion by any given date during the period. The apparent low bidder must indicate on this schedule the salient features of work for the alternate disposal site(s) that are needed to be completed within 70 calendar days from date the Apparent low bidder is notified of being the low bidder so that the site(s) is operational, capable of processing and disposing of the Non-rock material unsuitable for placement at the HARS for the in-situ quantity identified in the price schedule.

**1.45.1.A** Synopsis of proposed operation - Narrative of no more than five (5) pages detailing the operation to move the Non-rock material unsuitable for placement at the HARS from the site to its final resting place that the apparent low bidder has identified. The synopsis shall provide suitable detail to adequately track the material from dredging, through transportation and processing to its ultimate placement. The synopsis shall include the following:

- 1) Provide a list of the names, locations, and point of contact, telephone number, loading and unloading facilities for each disposal facility including site capacity.
- 2) Provide a detailed map indicating locations of loading and unloading facilities or area within the proposed property to be utilized, for each disposal location, with a description of the material handling process at each disposal location.
- 3) Provide Hours of operation, transportation and operating procedures at unloading facilities.
- 4) Provide Facilities information: Access to Unloading facilities, Acceptable scow size, Disposal Site O&M manual, demurrage time to unload scow or trucks, anticipated processing time and placement materials, and other facility restriction if any.
- 5) Provide a detailed description of the dredging procedure proposed to include the identification of dredges, buckets, scows, tugs and other salient equipments to be used for the project.
- 6) Submit a detailed description of the loading and transportation procedures to be utilized.

**1.45.2 Information to be submitted by the Apparent Low Bidder within 70 calendar days**

The Apparent Low Bidder shall submit the following information within 70 Calendar Days from the date the Apparent Low bidder is notified of being the low bidder.

- a) Information submitted within 3 days of notification - All the information provided previously must also be included in the final package, revised as necessary.

b) Evidence Demonstrating that the Alternate Disposal site(s) is Permitted, Operational, Capable of Processing and Disposing Dredged Material from the project site - The apparent low bidder must demonstrate to the Government within **70 calendar** days from the date the Apparent low bidder is notified of being the low bidder that the alternate disposal site(s) is permitted, operational, capable of processing and disposing of the Non-rock material unsuitable for placement at the HARS for the in-situ quantity as per line items **0001AC, 0005B and 0006C** by calendar day 70 from date the Apparent low bidder is notified of being the low bidder and that the disposal site(s) is in compliance with the New Jersey Department of Environmental Protection and/or with the New York State Department of State Coastal Zone Management Program Policies or other host state compliance as appropriate for the disposal of dredged material. Any sampling and testing required for obtaining permits required for dredged material transportation, processing or placement will be at the cost of the Apparent low bidder. The Apparent Low Bidder must provide to the Government proof that the material to be taken from the project site to the Apparent Low Bidder's upland site(s) meets any regulatory testing requirements.

c) Copies of Required Permits - The Apparent low bidder shall provide copies of all required permits and approvals for dewatering and/or other processing (if any), the transfer, transportation and final disposal of all dredged materials, and shall submit evidence of such permits and approvals to the Government. Documentation of compliance with any other legal or regulatory requirement must be provided to the Government Water Quality Certificates (WQC) in accordance with Section 401 of the Clean Water Act, Coastal Zone Management (CZM) consistency determinations, and State agreement pursuant to Section 307 of the Coastal Zone Management Act of 1972 as amended, for activities conducted in a state, which has a federally approved Coastal Zone Management program. WQC and CZM permits related to the dredging (as opposed to dredged material transport, disposal and placement) will be provided by the New York District U.S. Army Corps of Engineers, Section 00902.

d) The Apparent Low Bidder must provide:

1) Proof of the proposed Alternate Disposal Site(s) being licensed for acceptance of dredged material by all appropriate regulatory entities (permits for the site previously provided should be also included in this submission).

2) Proof of Disposal Site Owner's approval granting the apparent low bidder the right to dispose dredged material at that site.

3) Proof of uncommitted Disposal Site(s) capacity adequate for the project.

4) Certification of the Disposal Site's availability corresponding to the current project schedule.

5) Proof of approval by the appropriate regulatory agencies that the dredged material for this contract is compatible for processing and disposal at the proposed Disposal Site(s).

6) Demonstrate minimum required Disposal Site(s) production capability to ensure that the project will be completed within the contract requirement. The Apparent low bidder shall provide the estimated daily production rates for processing and disposal for each alternate disposal site(s).

7) Proof of apparent low bidder's experience in the proposed Disposal Site(s) operations, or, provide supplemental information demonstrating ability to execute the proposed disposal method, if no direct experience is applicable.

e) Transportation Capabilities - The Apparent Low Bidder must provide the following:

1) Provide proof and certification that sufficient transportation capabilities are available to ensure that the project will be completed within the contract requirement. Provide proof that the proposed transportation equipment's has current permits, licenses, registrations, or other required certifications.

2) Provide proof of the apparent low bidder's experience in the proposed dredged material transportation or provide supplemental information demonstrating the ability to execute the proposed transportation method, if no direct experience is applicable.

f) Processing Capabilities - The Apparent Low Bidder must provide the following:

1) Provide detailed description of the proposed technological processing, including but not limited to, the following stages, if applicable:

a. Dewatering, addressing retention time, any limitations on return of effluent, limitations on location for effluent release, proposed method for effluent disposal, if applicable. Debris removal, addressing the methods of removal and disposal.

b. Material treatment, specifying the method of treatment, additives used during the processing, mechanical processing used, decontamination methods incorporated, stabilization methods incorporated, and chemical treatment (if any).

c. Interim storage, if required, identifying the method of storage, required and available storage capacity, and the timeframe it will be used, if applicable.

d. Rehandling of material (if any) used in the processing of dredged material affecting the project.

2) Provide any permits and/or licenses applicable to the proposed process, if any.

3) Provide any patented or proprietary permissions applicable to the proposed process, if any.

4) Provide proof of processing plant availability for use by the apparent low bidder.

5) Certify processing plant's availability corresponding to the current project schedule.

6) Provide proof of Apparent Low Bidder's experience in the proposed processing method or, provide supplemental information demonstrating ability to execute the proposed processing method, if no direct experience is applicable.

-----END OF SECTION-----

## PROJECT IDENTIFICATION SIGN CIVIL PROJECT

The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large 4' x 4' section of the panel in the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full corps Signature (reverse version) is to be screen printed Communications Red on the white background. The castle insignia will be furnished by the Government in pressure sensitive vinyl for affixing by the Contractor. See attached sheet for fabrication and mounting guidelines.

**SAMPLE:**

**Legend Group 1:** One to two-line description of Corps relationship to project  
Color: white  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 19"

**Legend Group 2:** Division or District Name (optional, Place below 10.5" Reverse Signature (6" Castle)  
Color: white  
Typeface: 1.25" Helvetica Regular

**Legend Group 3:** One-to three-line project title legend describes the work being done under this contract.  
Color: Black  
Typeface: 3" Helvetica Bold  
Maximum line length: 42"

**Legend Group 4:** One-to two-line identification of project or facility (civil works) or name of sponsoring department (military).  
Color: Black  
Typeface: 1.5" Helvetica Regular  
Maximum line length: 42"

**Legend Group 5a-b:** One-to-five line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.  
Color: Black  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 21"

All typography is flush left and rag right upper and lower case with initial capitals only as shown.  
Letter and word spacing to follow Corps standards as specified in \* Appendix D

**Dimensions (inches):**

Sign Type	Legend	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4' x 6'	4' x 4'	HDO-3	48"	WH-RD/BK

**LOCAL SPONSORS**  
1-Port Authority OF NY & NJ (Limited)

**Office of Maritime Resources**

**NEW YORK HARBOR  
KILL VAN KULL  
AND NEWARK BAY CHANNELS**

**NAVIGATION IMPROVEMENT PROJECT  
CONTRACT 8, KVK CHANNEL  
NEW YORK AND NEW JERSEY**

**Contractor:**

**Dimensions are in inches)**

**Show non-Federal local partner's name and logo -**

\* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.  
AM-2-00800 - 35

As Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on the attached sheets.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDD specifications provided in Appendix B. \*\*

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on the attached sheets.

The 2'x4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8

(photographically enlarge from 6.875" to 10.5"). \*\*

Drill and Insert six (6) .375" T-nuts  
from the front face of the HDD

sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDD plywood panel following manufacturers' instructions.

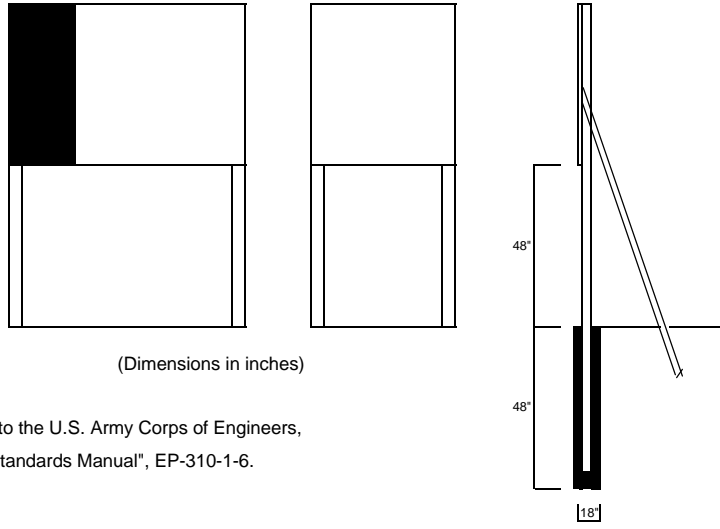
Sign uprights to be structural grade 4"x4" treated Douglas Fir or Southern Yellow Pine. No.1 or better. Post to be 12" long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4"x.375").

Assemble sign panel and uprights.  
Imbed assembled sign panel and

uprights in 4" hole. Local soil conditions and/or wind loading may require bolting additional 2"x4" struts on inside face of uprights to reinforce installation as shown.

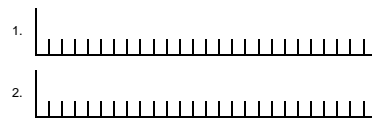
Detailed specifications for HDD plywood panel preparation are provided in Appendix B.\*\*

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.



\*\* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EP-310-1-6.

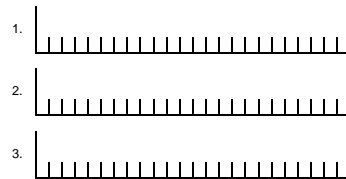
Construction Project Sign  
Legend Group 1: Corps Relationship



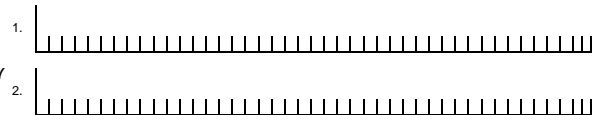
Legend Group 2: Divison/District Name



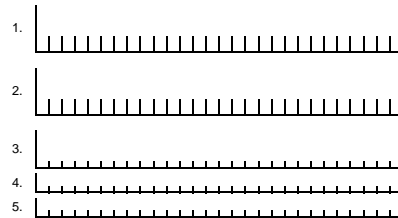
Legend Group 3: Project Title



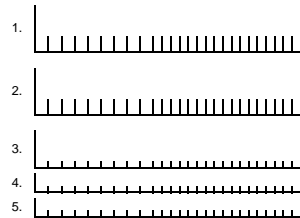
Legend Group 4: Facility Name



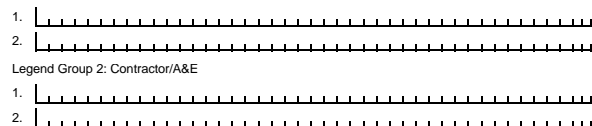
Legend Group 5a: Contractor/A&E



Legend Group 5b: Contractor /A&E



Safety Performance Sign  
Legend Group 1: Project Title





**SAFETY PERFORMANCE SIGN**

The graphic format, color, size and type-faces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Group 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown. Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line title "safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347  
Typeface: 3" Helvetica Bold  
Color: Black

Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.  
Color: Black  
Typeface: 1.5" Helvetica Regular  
Maximum line length: 42"

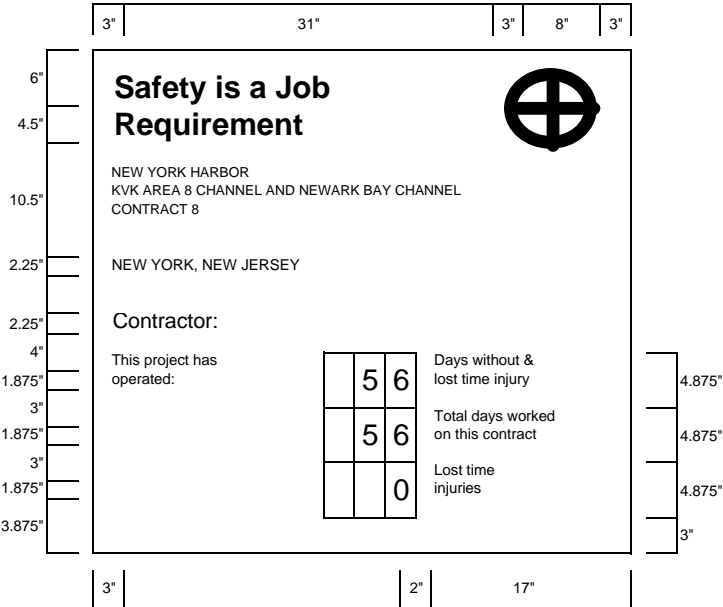
Legend Group 3: One - to two-line identification: name of prime contractor and city, state address.  
Color: Black  
Typeface: 1.5" Helvetica Regular  
Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown.  
Color: Black

Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060: aluminum plates and screw-mounted to background.  
Color: Black  
Typeface: 3" Helvetica Regular  
Plate size: 2.5"x5"

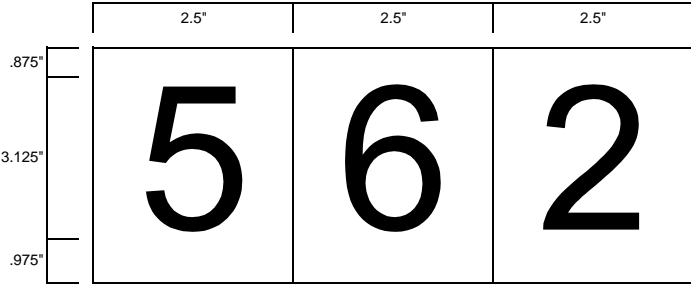
All typography is flush left and rag right, upper and lower case with initial capitals only as shown.  
Letter- and word-spacing to follow Corps standards as specified in Appendix D. \*



Dimensions inches.  
See attached sheet for fabrication and mounting guidelines.

\* Refer to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.

Sign Type	Legend Size	Panel Size	Post Size	Specifications Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4"x4"	4"x4"	HDO-3	48"	WH/BK-GR



## **SECTION 00902**

### **FEDERAL CONSISTENCY DETERMINATION/WATER QUALITY CERTIFICATIONS**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



PERMIT

Under the Environmental Conservation Law (ECL)

DEC PERMIT NUMBER  
2-6499-00002/00004

FACILITY/PROGRAM NUMBER(S)

EFFECTIVE DATE  
January 11, 1999

EXPIRATION DATE(S)  
September 30, 2003

TYPE OF PERMIT ☐ New ☐ Renewal ☒ Modification ☐ Permit to Construct ☐ Permit to Operate

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Article 15, Title 5: Protection of Waters | <input checked="" type="checkbox"/> 6NYCRR 608: Water Quality Certification | <input type="checkbox"/> Article 27, Title 7; 6NYCRR 360: Solid Waste Management     |
| <input type="checkbox"/> Article 15, Title 15: Water Supply        | <input type="checkbox"/> Article 17, Titles 7, 8: SPDES                     | <input type="checkbox"/> Article 27, Title 9; 6NYCRR 373: Hazardous Waste Management |
| <input type="checkbox"/> Article 15, Title 15: Water Transport     | <input type="checkbox"/> Article 19: Air Pollution Control                  | <input type="checkbox"/> Article 34: Coastal Erosion Management                      |
| <input type="checkbox"/> Article 15, Title 15: Long Island Wells   | <input type="checkbox"/> Article 24: Freshwater Wetlands                    | <input type="checkbox"/> Article 36: Floodplain Management                           |
|  | <input type="checkbox"/> Article 25: Tidal Wetlands                         |  |

PERMIT ISSUED TO

UNITED STATES DEPARTMENT OF THE ARMY, NEW YORK DISTRICT, CORPS OF ENGINEERS

TELEPHONE NUMBER

ADDRESS OF PERMITTEE

JACOB J. JAVITS FEDERAL BUILDING, NEW YORK, NY 10278-0090

CONTACT PERSON FOR PERMITTED WORK

JOHN HARTMANN, CHIEF, OPERATIONS DIVISION

TELEPHONE NUMBER

212/264-0199

NAME AND ADDRESS OF PROJECT/FACILITY

KILL VAN KULL CHANNEL PHASE II DEEPENING

LOCATION OF PROJECT/FACILITY

KILL VAN KULL CHANNEL BETWEEN UPPER BAY AND NEWARK BAY.

COUNTY

RICHMOND

CITY

NEW YORK CITY

WATERCOURSE

KILL VAN KULL CHANNEL

NYTM COORDINATES

DESCRIPTION OF AUTHORIZED ACTIVITY

DREDGING AND BLASTING OF APPROXIMATELY 10.7 MILLION CUBIC YARDS OF BOTTOM SEDIMENT AND ROCK FROM THE KILL VAN KULL CHANNEL TO A DEPTH OF 47 FEET IN BEDROCK AND 45 FEET IN SOFT SUBSTRATES IN THE KILL VAN KULL CHANNEL BETWEEN UPPER BAY (NY) AND NEWARK BAY (NJ). DREDGED MATERIAL SUITABLE FOR OCEAN DISPOSAL WILL BE DISPOSED AS COVER MATERIAL AT THE FORMER ATLANTIC OCEAN MUD DUMP SITE ( HISTORIC AREA REMEDIATION SITE, HARS). BEDROCK MATERIAL WILL BE USED FOR CREATION OR ENHANCEMENT OF ARTIFICIAL REEFS SITES IN NEW YORK AND NEW JERSEY. DREDGED MATERIAL UNSUITABLE FOR DISPOSAL AT THE FORMER MUD DUMP SITE OR FOR USE AS REEFS WILL BE DEPOSITED AT THE NEWARK BAY CONFINED DISPOSAL FACILITY OR AT PERMITTED UPLAND SITES IN NEW JERSEY AS NEEDED.

By acceptance of this permit, the Permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, the General Conditions specified (see page 2) and any Special Conditions included as part of this permit.

REGIONAL PERMIT ADMINISTRATOR:

John J. Ferguson

ADDRESS

47-40 21 Street  
Long Island City, NY 11101

AUTHORIZED SIGNATURE

*John J. Cayan*

DATE

11 January 1999

Page 1 of 4

DEPUTY REGIONAL PERMIT ADMINISTRATOR

00902-1

## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee has accepted expressly, by the execution of the application, the full legal responsibility for all damages and costs, direct or indirect, of whatever nature and by whomever suffered, for liability it incurs resulting from activity conducted pursuant to this permit or in noncompliance with this permit and has agreed to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from such activity.

**Item B: Permittee to Require it's Contractors to Comply with Permit**

The permittee shall require its independent contractors, employees, agents and assigns to read, understand and comply with this permit, including all special conditions, and such persons shall be subject to the same sanctions for violations of this permit as those prescribed for the permittee.

**Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required for this project.

**Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

## GENERAL CONDITIONS

**General Condition 1: Facility Inspection by the Department**

The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when written or verbal notification is provided by the Department at least 24 hours prior to such inspection.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**General Condition 2: Relationship of this Permit to Other Department Orders and Determinations**

Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**General Condition 3: Applications for Permit Renewals or Modifications**

The permittee must submit a separate written application to the Department for renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing.

The permittee must submit a renewal application at least:

- a) 180 days before expiration of permits for State Pollutant Discharge Elimination System (SPDES), Hazardous Waste Management Facilities (HWMF), major Air Pollution Control (APC) and Solid Waste Management Facilities (SWMF); and
- b) 30 days before expiration of all other permit types.

Applications for permit renewal or modification are to be submitted to:

NYSDEC, Regional Permit Administrator, Region 2  
47-40 21<sup>ST</sup> Street, Long Island City, NY 11101

**General Condition 4: Permit Modifications, Suspensions and Revocations by the Department**

The Department reserves the right to modify, suspend or revoke this permit when:

- a) the scope of the permitted activity is exceeded or a violation of any condition of the permit or provisions of the ECL and pertinent regulations is found;
- b) the permit was obtained by misrepresentation or failure to disclose relevant facts;
- c) new material information is discovered; or
- d) environmental conditions, relevant technology, or applicable law or regulation have materially changed since the permit was issued.

5. That if future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.
6. That the State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
7. Granting of this permit does not relieve the applicant of the responsibility of obtaining any other permission, or approval from the U.S. Army Corps of Engineers, U.S. Coast Guard, New York State Office of General Services, or local government which may be required.
8. All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate, or any other environmentally deleterious materials associated with the project
9. Any material dredged in the prosecution of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of a waterway or floodplain or deep holes that may have a tendency to cause damage to navigable channels or to the banks of a waterway.
10. There shall be no unreasonable interference with navigation by the work herein authorized.
11. If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
12. If granted under Article 36, this permit does not signify in any way that the project will be free from flooding.
13. If granted under 6 NYCRR Part 608, the NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306, and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

#### SPECIAL CONDITIONS

14. All work shall comply with project plans as described in the technical supporting documentation for the project and the July 7, 1998 (and attachment dated July 8, 1998) from Frank Santomauro (USACE) to John Ferguson (NYSDEC) addressing Kill Van Kull Water Quality Certification issues.
15. The Corps shall submit quarterly reports on the results of the biological and water quality monitoring programs. Data shall be submitted to Stephen Zahn, Marine Resources, NYSDEC, 47-40 21<sup>st</sup> street; Long Island City, NY 11101.

#### Pre-Dredging

16. At least thirty (30) days prior to the start of work, the Corps shall submit a plan for DEC approval describing the method of dewatering dredged material or otherwise handling water associated with dredged material that does not meet Category 1 criteria such that the Total Suspended Solids (TSS) do not exceed 200 mg/L when returned to New York waters. DEC will respond within thirty (30) days of the receipt of the plan.
17. At least thirty (30) days prior to the beginning of dredging in any contract phase, the Corps shall submit the bulk sediment chemistry results for the project site as indicated in the April 24, 1998 letter from Santomauro (USACE) to Ferguson (NYSDEC). The submittal shall include a sample site plan as well as a narrative on the sampling methods utilized.
18. At least thirty (30) days prior to the start of work, the Corps shall provide the bathymetric survey of the project area as indicated in the April 24, 1998 letter from Santomauro (USACE) to Ferguson (NYSDEC).
19. The Corps shall perform dredging site inspections at 72 hour intervals when dredging material that does not meet Category 1 criteria to determine:
  - a. Dredging bucket is sealed during operations.
  - b. Hoist speed does not exceed 2 feet/second
  - c. TSS from barge dewatering does not exceed 200 mg/Liter.
 These parameters are to be monitored daily by the contractor and noted in the QA/QC reports. Copies of said reports shall be submitted to Steven Zahn, DEC Marine Resources, with a copy of the Corps Inspection Reports on a weekly basis.

#### Dredging Windows

20. Dredging and blasting is prohibited during the period of March 1 - August 31 in an area within 1000 feet from the shoreline of Shooters Island.
21. Dredging is prohibited during the period of November 15 - May 31 in any portion of Contract Reach 3 determined through biological monitoring to harbor significant (as determined by NYSDEC in consultation with NMFS and the Corps) populations of Blue-claw crab or Winter flounder. Biological monitoring will be carried out as described in the June 1, 1998 letter (with attachment) and the July 7, 1998 letter (with attachment from Santomauro (USACE) to Ferguson (NYSDEC).

DEC PERMIT NUMBER  
2-6499-00002/00004

PROGRAM/FACILITY NUMBER  
KILL VAN KULL PHASE II CHANNEL DEEPENING

Page 3 of 4

00902-3

## SPECIAL CONDITIONS

## DREDGING (Cont.)

Bucket

22. Dredging of material that does not meet Category 1 criteria, excluding rock and clay, shall be conducted with a sealed, watertight bucket according to the Best Management Practices described in the Corps' July 7, 1998 letter. The bucket shall be monitored continuously during dredging to ensure a tight seal is maintained. If frequent or excessive loss of dredged material from the bucket is observed, the Corps shall halt dredging operations and closely inspect the bucket for defects. Dredging operations shall be delayed until all necessary repairs are made.
23. Bucket hoist speed shall be limited to 2 ft/s while dredging material that does not meet Category 1 criteria.
24. The bucket shall be lowered to the level of the barge gunwales prior to release of the bucket load.

Barge Overflow and De-watering

25. Barge overflow is prohibited while handling material that does not meet Category 1 criteria. Total Suspended Solids in barge de-watering effluent returned to New York waters shall not exceed 200 mg/L while handling material that does not meet Category 1 criteria.

In-Water Management of Dredged Material

26. Dredge material that does not meet Category 1 criteria will be disposed at the Newark Bay Confined Disposal Facility. The Corps shall inform the Department at least 30 days prior of any plans for alternative disposal sites.
27. Disposal of rock for artificial reef enhancement or creation in New York shall be done in consultation with Stephen Heins, Finfish and Crustaceans, NYSDEC, 205 N. Belle Meade Road, East Setauket, NY 11733.

Upland Management of Dredged Material

28. At least 30 days prior to the use of any upland management site(s) for dredged material disposal, the Corps shall identify the site(s) and submit a copy of any contract or letter of agreement showing that the dredged material may be managed under the jurisdiction of the receiving state.
29. Additional analysis of dredged material may be required if, in the Department's opinion, the initial bulk sediment chemistry (see # 17) is inadequate to support the permittee's determination that the dredged material is non-hazardous pursuant to federal or NY State (6NYCRR371) regulations. The permittee may archive the initial samples, consistent with appropriate laboratory procedures, in lieu of resampling.

Post - Dredging

30. A bathymetric survey of each completed project phase shall be submitted to the Department in triplicate within sixty (60) days of completion.

Additional Special Condition

31. Item A and General Condition 6 are included by the State of New York as the permit issuing authority under the Clean Water Act. Such conditions do not, nor are they intended to, apply to, abrogate, or annul any obligation, responsibility or liability on the part of the Port Authority of New York and New Jersey to the Federal Government under the terms of a Project Cooperation Agreement (PCA) entered into by those two agencies for the Kill Van Kull and Newark Bay Channels, New York and New Jersey Project. Pursuant to that PCA, the Port Authority of New York and New Jersey remains legally responsible to hold and save the Federal Government free from all damages arising from the construction, operation, and maintenance of the Project and the local service facilities, and if the Port Authority requests such, for any Project-related betterments, including liabilities arising from Item A and General Condition 6, except for damages due to the fault or negligence of the Federal Government or its contractors. No provision of this permit shall be deemed to supercede applicable federal law with regard to appropriation of funds or liability for damages caused by the Army Corps or its agents or other representatives.

00902-4



January 28, 1998

George E. Pataki  
Governor

Alexander F. Treadwell  
Secretary of State

John Sassi, P.E.  
Chief, Planning Division  
U.S. Army Corps of Engineers  
New York District  
26 Federal Plaza  
New York, NY 10278-0090

Re: F-97-157  
COE/NY - Phase II Deepening of Kill Van Kull & Newark  
Bay Channels, New York & New Jersey

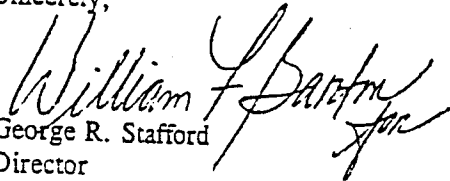
Dear Mr. Sassi:

The Department of State has completed its review of the U.S. Army Corps of Engineers consistency determination with respect to the New York State Coastal Management Program, together with supporting documentation, for the proposed Phase II Deepening of Kill Van Kull and Newark Bay Channels in New York and New Jersey.

Based upon the project information submitted, the Department of State agrees with the U.S. Army Corps of Engineers consistency determination for this activity.

Thank you for your cooperation in this matter.

Sincerely,

  
George R. Stafford  
Director

GRS:VAB:dlb

00902-5



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
NEW YORK DISTRICT, CORPS OF ENGINEERS  
JACOB K. JAVITS FEDERAL BUILDING  
NEW YORK, N.Y. 10278-0090

July 7, 1998

Planning Division

Mr. John Ferguson - Regional Permit Administrator  
Division of Compliance Services  
New York State Department of Environmental Conservation  
47-40 21<sup>st</sup> Street  
Long Island City, NY 11101

Dear Mr. Ferguson:

This letter responds to specific requests made by representatives of the New York Department of Environmental Conservation (NYSDEC) during the June 25<sup>th</sup> meeting at the New York District (District), addressing Kill Van Kull Water Quality Permit issues. We were pleased that the meeting clearly defined your remaining concerns and are providing the information your staff requested, in order to complete the certification process, in this correspondence. It was agreed that the sediment testing data would be transmitted upon the completion of data analysis. All data and any subsequent correspondence shall be submitted to your attention as you specified at our meeting.

Attached please find the District's formal responses to your comments. We look forward to a prompt conclusion to the Water Quality Certificate review process for the subject project so that we can adhere to the fall construction schedule. If you have any further questions regarding this issue please contact Ms. Roselle Henn at 212-264-2119, Chief, Environmental Analysis Section or Jenine Gallo, Project Biologist at 212-264-0209.

Sincerely,

*Frank Santomauro*  
Frank Santomauro, P.E.  
Chief, Planning Division

Enclosure

00902-6

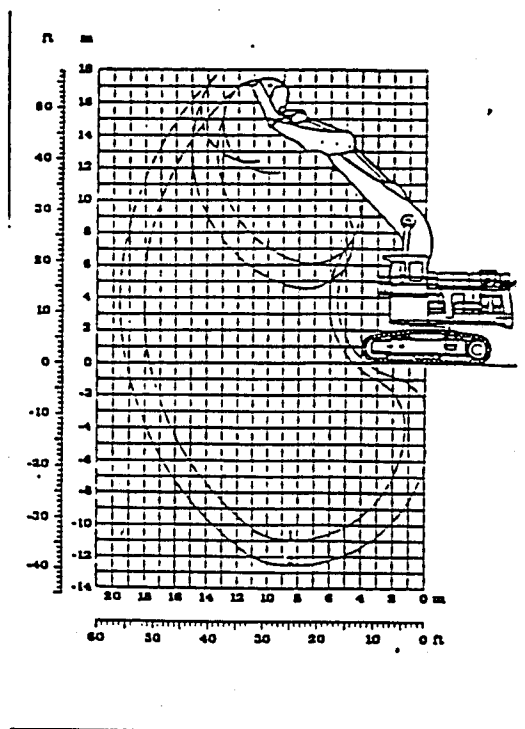


### Dredging Depths

Comment. NYSDEC requested an explanation of Corps policies guiding dredging depths.

Response. The project's authorized depth for rock and hard material is -47 ft. MLW and -45 ft. MLW for soft non-rock material. Reference is made to ER 1130-2-520, "Navigation and Dredging Operations and Maintenance Policies". Dredging tolerance outside the required prism is permitted for inaccuracies in the dredging process. District Commanders may dredge a maximum of two feet of allowable overdepth in inland navigation channels.

There are limits on how accurately dredging can be performed. One limit is due to the nature of working underwater. The operator cannot see the bucket, which reduces accuracy. A second limit is due to the mechanical limits of the dredge(s). There are two types of dredges being considered for this project, excavators and clamshells. Please refer to the attached picture showing the digging stroke of an excavator. Note that the shovel does not dig a flat line, but instead cuts a scallop shape. In order to reach project depth at the edges of the cut, the center of the cut will end up deeper.



00902-7

Clamshell dredges also have mechanical limits to accuracy. A clamshell dredge works by allowing the bucket to fall and drive itself into the channel bottom. The clamshell is then closed and is raised by a cable. With this sort of device it is difficult to achieve a precise depth.

#### Use of Best Management Practices (BMP's) During Dredging

Comment. NYSDEC wanted a description of BMP's to be utilized during dredging of the channel reaches.

Response.

- 1) When working in material that is "unsuitable for disposal at the HARS", excluding rock and clay, as much material as practical will be removed with an environmental bucket.
- 2) After removing as much material "unsuitable for disposal at the HARS" as practical with an environmental bucket, the use of other buckets is permitted.
- 3) Barge overflow will not be permitted when working in material unsuitable for the HARS. Water may not be returned to the channel until its Total Suspended Solids (TSS) is less than 200 mg/L\*
- 4) Barge overflow and the use of non-environmental buckets is permitted in rock and material suitable for disposal at the HARS.

\*Based upon COE permit 94-12000 and NYSDEC permit 2-6401-00098/00004-0

#### Biological Monitoring

Comment. NYSDEC requested further elaboration on the biological monitoring plan that will address their concerns for presence of blue claw crab and winter flounder

Response. The biological monitoring plan currently calls for sampling in the Newark Bay portion of the Kill Van Kull (KVK) Navigation project. Additional concerns have been raised by NYSDEC as to whether blue claw crabs (Callinectes sapidas) overwinter in existing navigation channels in significant numbers, and whether winter flounder (Pseudopleuronectes americanus) use these channels as spawning grounds. A review of the literature reveals that both of these species seek higher salinity (oceanic) environments as well as a sandy substrate during the winter season. The question becomes whether or not significant numbers of these species are attracted to the channel areas that provide sporadic *minimally adequate* habitat instead of moving down stream into their preferred habitat in the lower bay or the open ocean.

For the present project, it is the opinion of the District that the only area of the KVK that may supply sufficient habitat for spawning winter flounder and hibernating blue crab is Contract Reach 3, which consists of recent sands. Contract Reaches 1 and 2 consist mainly of hard Pleistocene gray sand and till (gravel), rock and black silt (ooze). None of the described conditions are conducive to the hibernation of blue crabs or spawning winter flounder. Contract Reaches 4 and 5 are almost entirely exposed rock. We have included bathymetric maps, test boring data (Technical Support Document) and a substrate composition map of the project area (Subsurface) that will support these statements.

The District is of the opinion that the physical conditions in Contract Reach 3 diminish the likelihood that it would serve as suitable spawning or hibernating habitat. However, in accordance with NYSDEC's request, we have expanded the biological monitoring plan to include this area. Therefore, the following biological monitoring program, scheduled to begin construction October 1999, will be initiated:

- Abundance and size of winter flounder (and by-catch species)
- Abundance of demersal (flounder) eggs
- Abundance of over-wintering (buried ) blue claw crabs

Trawls for fish, crabs and eggs will consist of 10-minute tracks that will cover approximately 0.6 mile per track in Contract Reach 3.

According to currently accepted sampling protocols, monitoring should be conducted on a monthly basis year round. However, because regulatory agencies have stated that there is a specific window of impact related to the dredging, a modified sampling plan has also been established in an effort to address economic concerns. The modified monitoring schedule assumes that all important life history functions will be covered. This schedule can be modified if new information suggests such changes.

The modified sampling program calls for data collection in the months in bold letters:

**J F M A M J J A S O N D.**

Biological monitoring will be once a month, beginning September, 1998 unless abundance suggests a particular phenomenon is occurring that would be better described at an increased frequency of sampling (twice a month).

#### Water Quality Monitoring

Comment. NYSDEC requested a description of the present water quality monitoring program.

Response. Water quality monitoring consists of 4 transects running perpendicular to the channel from Staten Island, NY to New Jersey. Sampling stations consist of one in the channel and one near shore on each side of the channel or three per transect. Readings at each station consist of bottom, mid-water column and surface measurements, unless restricted by depth (very shallow). The following parameters will be recorded prior to initiation of Phase 2 construction as a supplement to monitoring that occurred prior to Phase 1 of the KVK Navigation project:

- Dissolved Oxygen (D.O.)
- Conductivity
- Redox Potential
- Depth
- pH
- Turbidity
- Temperature
- Salinity

The locations of the three transects that lie within the project are marked in blue on Sheets 4,7 and 9 of the bathymetry sheets. The fourth transect is just west of Shooters Island outside the project area. Data from these transects have been collected since April 1998.

Water quality parameters will be collected twice a month during the summer (when stratification is likely to occur) and spring and fall when temperatures change is greatest. Sampling will be initiated prior to construction for Phase 2 and will continue for 10 years post-construction.

#### Shooters Island Buffer Zone Expansion

Comment. NYSDEC informed the District that the proposed 300-foot buffer zone for the KVK project would be insufficient and need to be expanded to 1000 feet.

Response. For KVK Contract Reach 8, scheduled to start December, 2005, the NYSDEC has proposed that during the nesting season on Shooters Island (April 1-August 31) a 1000-foot exclusionary buffer zone be implemented for the rookery. The goal of the seasonal buffer is to minimize potential impacts to waterfowl during the nesting season. Recent surveys have indicated that a reduction in the size of the exclusion zone could be considered for future dredging activities depending upon the birds habituation to other mechanical devices present in the vicinity and similar in noise level to that of the proposed dredging machinery (LMS, June 1998). However, the District maintains that the avian population on Shooter's Island has been continually exposed to ambient noise and disturbances. On this basis, the District recommended following the original U.S. Fish and Wildlife recommendations (KVK FEIS,1986) of a 300' buffer zone. Potential disturbance factors and effective buffer zone distances could be measured during

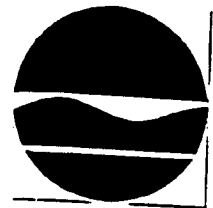
upcoming maintenance dredging. The District will comply with the seasonal buffer zone of 1000' until such time that it can be determined, through monitoring activities by either the District or by an independent research organization, such as the Manomet Bird Observatory, that a reduction of the zone is justified. Any monitoring efforts and subsequent recommendations for adjustments to the buffer zone will be coordinated with the NYSDEC. The District notes that this requirement will adversely impact the construction schedule for the first contract of the Arthur Kill Navigation project. Continued interagency coordination on this matter is critical.

### **Artificial Reef Rock Disposal**

Comment. NYSDEC requested confirmation by the District that there would be a fair and equitable apportionment of rock to both states.

Response. Both the New York State and New Jersey State artificial reef programs have expressed an interest in rock from the navigation projects. Recently, the District has coordinated with your agency to accept 3000 cy of clean rock at your Atlantic Beach artificial reef site from the Arthur Kill test digs currently underway. Enclosed please find a copy of NYSDEC's correspondence pertaining to this issue.

The District wishes to assure your agency that a fair evaluation process will be applied when determining the distribution of rock material from the proposed deepening projects between the two states. In determining the rocks' ultimate disposal destination, economic considerations must be taken into account as part of the decision process, therefore, the District will continue to coordinate with and inform your office prior to any final determination.



John P. Cahill  
Commissioner

August 26, 1999

Mr. Frank Santomauro, P.E.  
NY District, Corps of Engineers  
Jacob K. Javits Federal Building  
New York, NY 10278-0090

Re: Permit Modification Request - Seasonal Windows: Special Condition 20 (Shooters Island) and  
Special Condition 21 (Contract Reach 3 - Winter flounder, Blue crab)  
Kill Van Kull Deepening  
DEC No. 2-6499-00002/00004

Dear Mr. Santomauro:

This is in response to your letters of June 7, 1999 and August 16, 1999 to Steven Zahn of NYSDEC, Marine Resources regarding the seasonal restrictions on dredging activities for the Kill Van Kull Deepening project. Special Condition No. 20 requires a 1000 foot buffer surrounding Shooters Island during the period of March 1 - August 31. Special Condition No. 21 contains a provision for a seasonal window from November 15 - May 31 in any portion of Contract Reach 3 determined to harbor significant populations of Winter flounder or Blue-claw crab.

**Special Condition 21.**

The department has determined, based on biological and habitat surveys conducted by the Corps, that Contract Reach 3 does not support significant populations of Winter flounder or Blue-claw crab. Therefore, the provision for a seasonal dredging window from November 15 - May 31 is not required. Special Condition 21 is deleted.

**Special Condition 20.**

DEC does not agree that there is sufficient information to consider a reduction in the seasonal dredging window surrounding Shooters Island at this time. Shooters Island has been well documented as an important nesting and foraging area for wading birds and shore birds. Over the past two breeding seasons, one-day surveys by New York Audubon have indicated that there may be a significant reduction in the number of herons using the island. However, these surveys are not as detailed or extensive as previous surveys conducted by Manumet and can not predict whether the herons will return to prior levels during the next, or subsequent breeding seasons. More detailed studies will be necessary to document the use of Shooters Island by herons and other birds. If your assessment is based on additional surveys, please forward them to us.

00902-12

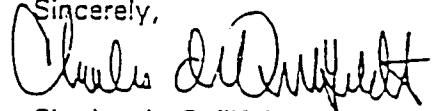
There is also some evidence that recent, temporary disturbance due to human activities on Shooters Island may have played a role in the apparent reduction in the use of the area by herons and other birds. The NYC Department of Parks and Recreation is currently responsible for the maintenance of the area. We intend pursue this matter with NYC Parks in order to investigate and rectify this situation.

Your letters stated that pre-construction monitoring will be necessary to establish the use of Shooters Island as a nesting site. We agree and express our willingness to work with you to determine the level of data necessary to make a supportable decision regarding the seasonal window. This will be needed for each breeding season that may be affected by the project. We also expect to work with you in the development of monitoring studies to evaluate dredging and blasting impacts on the wading bird and shore bird populations should they be determined necessary. If breeding populations are shown to be present, we request that the monitoring studies be designed to evaluate the impact of construction activities, particularly blasting, which may have a greater impact than dredging, beginning at a distance of at least 2500 feet from the shoreline of Shooters Island.

The Corps should plan based on the assumption that the dredging window for Shooters Island will remain in effect until it can be definitively shown that there will be no adverse affect on the nesting colonies. Since this work can not start until the beginning of next spring's breeding season, Special Condition No. 20, requiring a 1000 foot buffer around Shooters Island from March 1 - August 31, will remain in effect.

If you have any questions, please contact me at the above address, or by telephone at (718) 482-4077.

Sincerely,



Charles de Quillfeldt  
Environmental Analyst 3

cc: J. Gilmore  
J. Pane  
S. Zahn  
H. Ruben, USACE

Post-it Fax Note	
To: Hal Hawkins	From: She Bullock
Co/Dept: ACOE	Co: NJDEP
Phone #	Phone #
Fax # (212) 264-0563	Fax #

State

Department of Environmental Protection  
 Site Remediation Program  
 Office of Dredging and Sediment Technology  
 P.O. Box 028  
 Trenton, NJ 08625  
 (609) 292-1250  
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mpbell  
 Commissioner

James E. McGreevey  
 Governor

February 21, 2003

Mr. Frank Santomauro, P.E., Chief  
 Planning Division  
 Department of the Army  
 New York District, Corps of Engineers  
 Jacob K. Javits Building  
 Federal Building  
 New York, New York 10278-0090

RE: Federal Consistency Determination / Water Quality Certification  
 File: 0000-02-049.1 (CDT 0200001)  
 Project: Kill Van Kull Contract Area 8 and 4B

Dear Mr. Santomauro:

This letter is forwarded in response to your December 27, 2002 request for a Federal Consistency (FC), as required by Section 307 of the federal Coastal Zone Management Act (16 USC 1451 et seq.) and Water Quality Certification (WQC) as required by Section 401 of the federal Clean Water Act (33 USC 1251 et seq.). Supporting information on the Federal Consistency Determination request was provided to the Department of Environmental Protection (Department) by submission of the Plans and Specifications package dated January 21, 2003.

The proposed project involves deepening Contract Area 8 of the Kill Van Kull/Newark Bay Channels from its present maintained depth of -40 feet below the plane of mean low water (MLW) to a construction depth of -47 feet MLW plus an allowable 1.5 feet of over dredge. The volume of material to be removed (including over dredge) within this contract area is approximately 1,692,300 cubic yards (cy) of material. The proposed project also calls for the deepening of a portion of Contract Area 4B to allow for a safe 45-ft. navigation channel within this area of the Harbor. For the portion of area 4B to be dredged under this contract, the volume of material to be removed is approximately 149,900 cy of material. Therefore, the total volume of material to be removed under this contract (collectively, Contract Area 8 and 4B) is approximately 1,842,200 cy of material. Of that total: approximately 45,600 cy will consist of rock material; 1,544,700 cy consists of material suitable for use in remediating the Historic Area Remediation Site (HARS); and 251,900 cy of material is unsuitable for use as remediation material at the HARS.

The 45,600 cy of rock material is to be deposited at the Axcell Carlsen artificial reef site. The 1,544,700 cubic yards of red-brown clay material and glacial till (HARS suitable material) has been determined to be suitable for use as remediation material at the HARS.

Of the remaining 251,900 cy of material unsuitable for use at the HARS, the December 27, 2002 determination request states that this material will go to either the OENJ Bayonne site, or another permitted upland site. Sediment sampling data for the volume of non-HARS suitable material to be removed under Contract Area 8 (250,400 cy) was provided to the Department by the Port Authority of New York and New Jersey (Port Authority) in a letter dated October 31, 2002. This data has been reviewed, and the 250,400 cy of material from Contract 8 has been found acceptable for placement at the



OENJ Bayonne site or another permitted upland site. As noted in the determination request, the 1,500 cy of non-HARS suitable material to be removed from contract area 4B has not been tested for upland placement. Due to the small volume of material to be removed from this area, and the fact that this material will be processed with the remaining non-HARS material from this contract for placement at an upland site with engineering controls in place, the Department has determined that the 1,500 cy of material from Contract Area 4B is acceptable for use at the OENJ Bayonne site or another permitted upland site.

The Plans and Specifications Package, dated January 21, 2003, seeks to allow the use of the Newark Bay Confined Disposal Facility (NBCDF) for 24,000 cy of non-HARS suitable material that may not be able to be placed upland due to delays with the selected upland placement site being unable to process dredged material. The Department agrees with the use of the NBCDF as a relief valve for the placement of up to 24,000 cy of non-HARS suitable material that cannot be processed and placed upland as it is consistent with the intent of the NBCDF and the Rules on Coastal Zone Management. However, the decision to divert any of the 24,000 cy of non-HARS suitable material to the NBCDF will be made on a scow-by-scow basis with verbal notification to and concurrence by the Department and the Port Authority. Concurrence shall be provided within 48 hours of notification by the Corps that material is not being processed by the upland vendor in accordance with contract specifications. During that 48 hour period the Army Corps of Engineers, the Port Authority and the Department shall work with the Corps' contractor and the upland vendor to restore production if possible. If production rates cannot be restored and/or the deficit cannot be recovered, material may be diverted on a scow-by-scow basis as necessary to make up the deficit.

The Rules on Coastal Zone Management (N.J.A.C. 7:7E) constitute New Jersey's enforceable policies under its federally approved Coastal Zone Management Program. Contract Area 8 and 4B of the Kill Van Kull/Newark Bay Channels Phase II deepening project (KVK Project) has been reviewed under the following Rules on Coastal Zone Management: Navigation Channels (7:7E-3.7), Ports (7:7E-3.11), Submerged Infrastructure Routes (7:7E-3.12), Historic and Archaeological Resources (7:7E-3.36), Special Hazards Areas (7:7E-3.41), New Dredging (7:7E-4.2(g)), Dredged Material Disposal in Water (7:7E-4.2(h)), Dredged Material Disposal on Land (7:7E-7.12), Marine Fish and Fisheries (7:7E-8.2) and Water Quality (7:7-8.4). Based on the above summary of details of the project as presented in the December 27, 2002 request for a FC/WQC, I have determined that Contract 8 and 4B of the KVK Project is consistent with the Rules on Coastal Zone Management and New Jersey's federally approved Coastal Management Program.

I have also reviewed this Contract for potential water quality impacts. Provided that the following conditions are met, I have determined that this project is not likely to cause a violation of New Jersey's Surface Water Quality Standards (N.J.A.C. 7:9B-1.1 et seq.). Therefore, this determination includes the State's Water Quality Certification pursuant to Section 401 of the federal Water Pollution Control Act (33 USC 1251 et seq.) subject to the following conditions:

1. The following timing restrictions are in effect for the identified acceptance areas specified for Contract 8 and 4B in order to protect early life stages of winter flounder, and to provide for the passage of anadromous finfish during their spawning migration:
  - Acceptance areas 2 and 5 – no timing restrictions in these areas
  - Acceptance area 1 – No dredging from February 1<sup>st</sup> to May 31<sup>st</sup> of any given year.

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- Acceptance area 4 – No dredging in the easternmost 500 feet of this acceptance area between February 1<sup>st</sup> and May 31<sup>st</sup> of any given year.
  - Acceptance area 3 – No dredging in the westernmost 500 feet of this acceptance area between February 1<sup>st</sup> and May 31<sup>st</sup> of any given year.
  - Contract 4 B (Acceptance areas 6 and 7) – No dredging in the westernmost 500 feet of this acceptance area between February 1<sup>st</sup> and May 31<sup>st</sup> of any given year.
2. A "No barge overflow" condition applies to the dredging and transport of any contaminated, non-HARS, non-rock dredged material.
  3. All dredging of contaminated fine-grained material shall be accomplished using a closed clam shell "environmental" bucket dredge.
  4. Dredged material shall be placed deliberately in the barge in order to prevent spillage of material overboard.
  5. The dredge shall be operated so as to maximize the bite of the clamshell. This will reduce the amount of free water in the dredged material and the number of bites required to complete the job.
  6. The clamshell shall lifted slowly through the water column, generally 2 feet per second or less.
  7. All barges or scows used to transport sediment shall be of solid hull construction or be sealed with concrete, except for material permitted for aquatic placement.
  8. The gunwales of the dredge scows shall not be rinsed or hosed during dredging.
  9. All decant water holding scows shall be water tight and of solid hull construction.
  10. Decant water from non-HARS material may only be discharged at Berth 63 at the New Jersey Marine Terminals under this Water Quality Certificate. This dewatering site was identified by the Port Authority in a letter dated January 3, 2003 to the NY District Army Corps of Engineers (NYACOE). Discharge to another receiving waterbody requires prior approval of a New Jersey Pollutant Discharge Elimination System Permit.
  11. All decant water shall be held in the decant holding scow a minimum of 24 hours after the last addition of water to the decant holding scow prior to discharge. Should the permittee or its contractor wish to reduce the required holding time, the permittee or its contractor shall demonstrate that the reduced holding time is sufficient to meet a total suspended solids (TSS) action level of 60 mg/L. The total suspended solids shall be determined through gravimetric analysis. No discharge shall be permitted from the decant holding scow until the results of the gravimetric analysis have confirmed that the 60 mg/L action level has been achieved. No additional water shall be added to the decant holding scow between the time of sample acquisition and discharge. Upon successful demonstration that the reduced holding time is sufficient to meet the TSS action level of 60 mg/L, the monitoring of TSS may be suspended and the demonstrated settling time shall replace the 24 hour minimum. A successful demonstration of the reduced holding time efficiency shall be determined once three consecutive TSS analyses have confirmed that the 60 mg/L action level has been achieved by the reduced holding time. Should the permittee, or its contractors wish to demonstrate a reduced holding

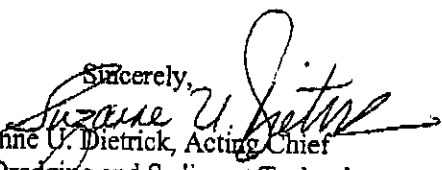
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time, all records including time of last addition of decant water into the scow, time of TSS sampling and the results of TSS sampling shall be submitted to the NJDEP as soon as they become available, together with a request for a reduced holding time.

12. During pumping of the decant water from the holding scow, great care shall be taken to avoid resuspending or pumping sediment which has settled in the decant holding scow.

Should you have any questions regarding this determination and certification, please do not hesitate to contact me at (609) 292-8838.

Sincerely,  
  
Suzanne U. Dietrick, Acting Chief  
Office of Dredging and Sediment Technology

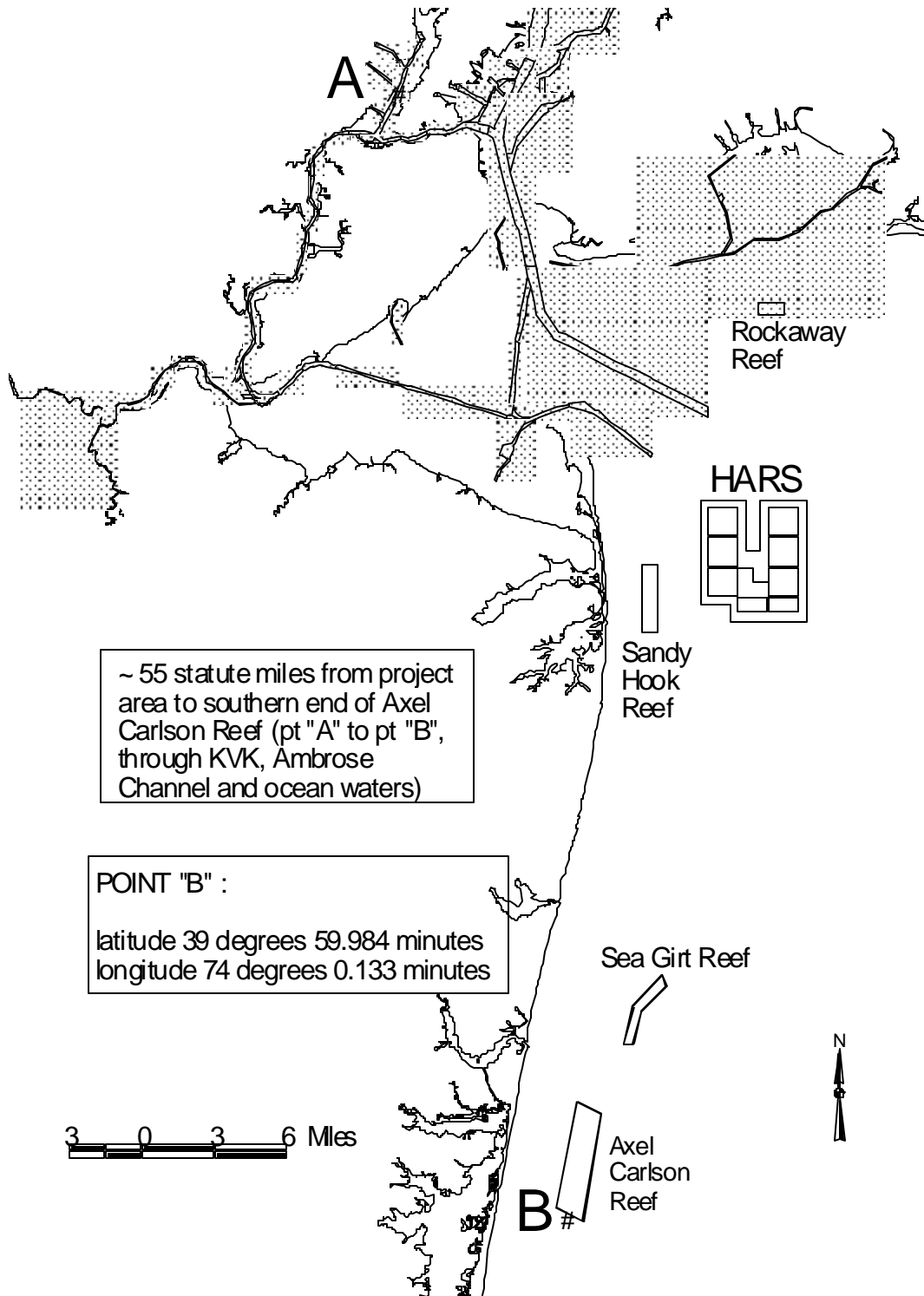
- C: Richard Gimello, Executive Director, Office of Maritime Resources  
Lawrence Schmidt, Director, Office of Coastal Planning and Program Coordination

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## SECTION 00903

### DEWATERING INSTRUCTIONS AND REEF MAP



January 3, 2003

Mr. Joseph J. Seebode  
Chief, Harbor Programs Branch  
Department of the Army  
New York District, Corps of Engineers  
Jacob K. Javits Federal Building  
New York, NY 10278-0090

SUBJECT: KILL VAN KULL/NEWARK BAY CHANNELS TO 45 FEET - AREA 8

Dear Mr. Seebode:

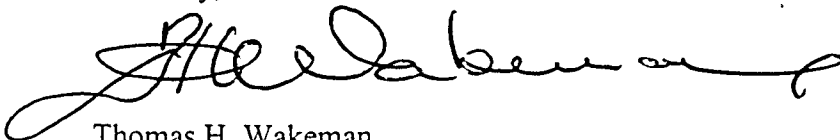
Regarding the subject project area, the Port Authority designates: (a) the OENJ facility in Bayonne, New Jersey; (b) a contractor-proposed site (should one be identified by the selected contractor); and (c) the Newark Bay Confined Disposal Facility (NBCDF) for the placement of non-rock dredged material unsuitable for HARS placement. The NBCDF is a contingency site whose use will be subject to approval by the State of New Jersey.

The Port Authority presumes that the upland non-rock non-HARS material volume identified in the District bid documents currently under review are the latest and most accurate to date. Should this not be the case, please provide the Port Authority with revised estimated volumes of non-rock non-HARS material requiring upland placement. The Port Authority may need to revise the above designations should the volumes exceed currently known estimates.

The Port Authority also designates 400 feet of Berth 63 at the New Jersey Marine Terminals (NJMT) for dewatering. A drawing is attached. The facility point of contact is Gregory Bulhaupt (973-690-3482).

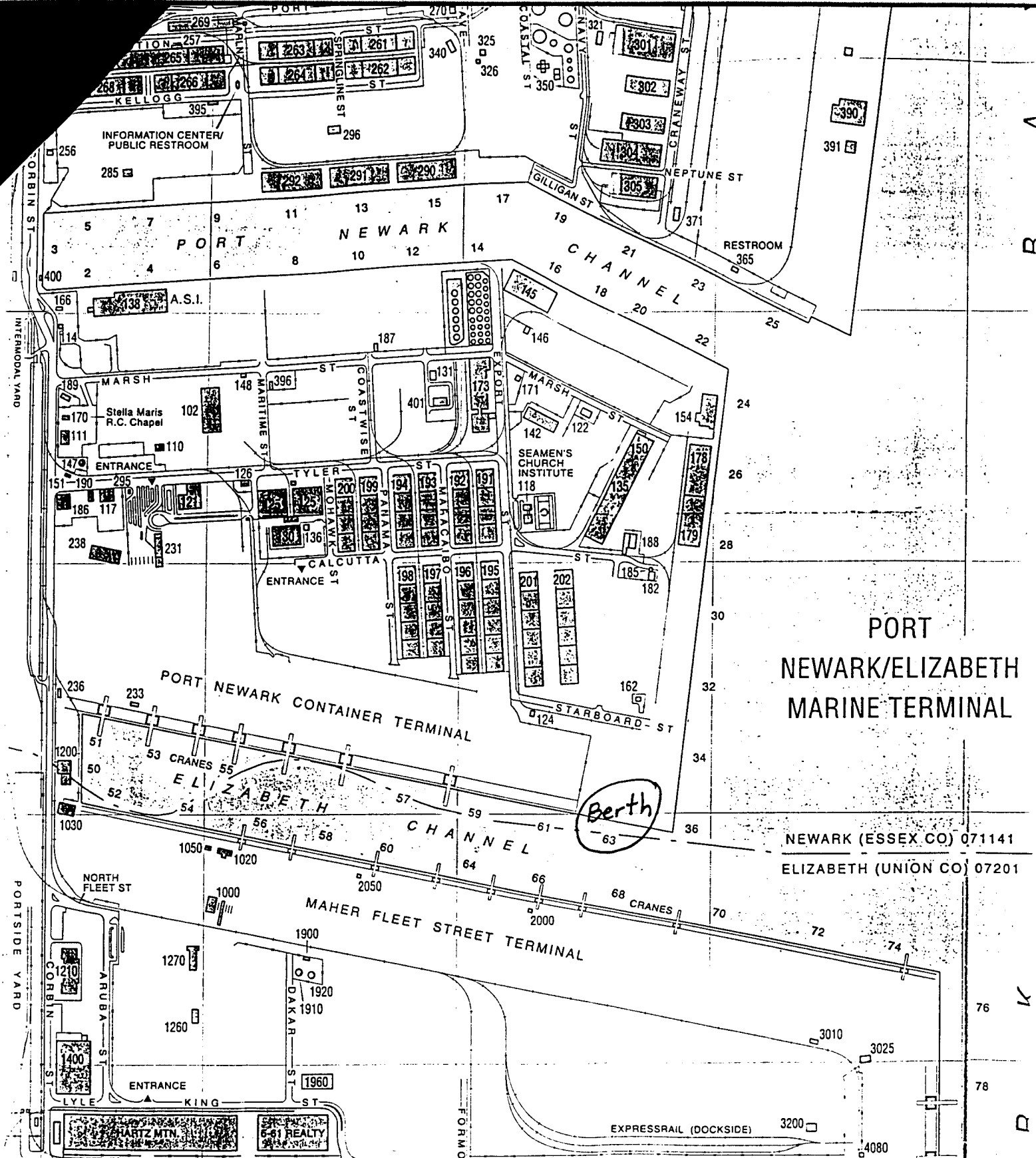
Please include these disposal and dewatering designations in the contract specifications for bidding purposes. If you have any questions, please contact Norbert Ludewig at 212-435-4268.

Sincerely,



Thomas H. Wakeman  
General Manager  
Waterways Development Division

Cc: Harold J. Hawkins, NYD-COE



Location of Berths at  
Port Newark/Elizabeth Marine Terminal  
(attachment to 01-03-03 letter T.Wakeman  
to J. Seebode)

## SECTION 01270

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.1 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

###### 1.1.1 Mobilization and Demobilization (**Item No. 0001AA**)

###### 1.1.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization, as defined in Contract Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION section 00700 CC 252.236-7004(DEC 1991).

###### 1.1.1.2 Unit of Measure

Unit of measure: lump sum.

###### 1.1.2 Field Office (**Item No. 0001AF**)

###### 1.1.2.1 Payment

Payment will be made for costs associated with operations necessary for installation, including all office equipment, system setup, maintenance services, and removal of equipment at designated area in accordance with the requirements specified in paragraph entitled "FIELD OFFICE" of Section 00800: Special Contract Requirements.

###### 1.1.2.2 Unit of Measure

Unit of measure: lump sum.

###### 1.1.3 Additional cost for Optional Insurance (**Item No. 0002**)

###### 1.1.3.1 Payment

Payment will be made for costs associated with additional insurance premium provided by the contractor as per requirements specified in Section 00800.

###### 1.1.3.2 Unit of Measure

Unit of measure: lump sum.



## 1.2 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the PRICE SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

### 1.2.1 Debris, Removal and Disposal (**Item No. 0001AB**)

#### 1.2.1.1 Payment

Payment will be made for costs associated with the collection, storage and handling, and the removal from the site and proper disposal of all debris recovered from the bottom and all floating debris including cables, pilings, line, and all objects, which are unsuitable for placement in the HARS or upland disposal site or artificial reef site.

#### 1.2.1.2 Unit of Measurement

Unit of measure: ton (2,000 lbs).

1.2.2 Dredging, Transportation, Delivery, Processing if required and Placement of Dredged Materials Unsuitable/Suitable for Placement at the HARS/(Excludes Dewatering: Item No. 0001AD).

-**Item No. 0001AC**; Dredging, Transportation, Delivery, Processing and Disposal of Dredged Materials **Unsuitable** for Placement at the HARS, Excludes Dewatering; Placement at Bayonne Landfill Remediation Site and or site of the contractor's choice.

-**Item No. 0001AG**; Dredging, Transportation, Delivery, and Disposal of Dredged Materials **Suitable** for Placement at the HARS. Excludes Dewatering and Excludes Processing.

-**Item No. 0001AH**; Dredging, Transportation, Delivery, and placement of non-rock materials **Unsuitable** for Placement at the HARS, Excludes Dewatering and Excludes Processing (placement at the Newark Bay Confined Disposal Facility).

-**Item No. 0005A**; Dredging, Transportation, Delivery, and placement of non-rock materials **suitable** for Placement at the HARS, Excludes Dewatering and Excludes Processing.

-**Item No. 0005B**; Dredging, Transportation, Delivery, and placement of non-rock materials **Unsuitable** for Placement at the HARS, Excludes Dewatering ITEM 0005C; for Placement at Bayonne Landfill Remediation Site and or site of the contractor's choice.

-**Item No. 0006A**; Dredging, Transportation, Delivery, and placement of non-rock materials **suitable** for Placement at the HARS, Excludes Dewatering and Excludes Processing.

-**Item No. 0006C**; Dredging, Transportation, Delivery, and placement of non-rock materials **Unsuitable** for Placement at the HARS, Excludes Dewatering ITEM

0006D; for Placement at Bayonne Landfill Remediation Site and or site of the contractor's choice.

#### 1.2.2.1 Payment

Payment will be made for costs associated with dredging, including transportation and deposition of dredge material at designated disposal sites, processing, monitoring, and other incidental thereto, including hydrographic surveys.

#### 1.2.2.2 Measurement

The total quantity of dredged material for which payment will be made will be by in-situ (quantity) measurement in cubic yards by computing the difference of available material between the pre-dredge survey and the post-dredge survey. Available material is defined as material located within the boundaries of the dredged prism as shown on the drawings to include the required dredged depths indicated on the drawings and up to 1.5 ft allowable overdepth. Specifically, a quantity of available material will be computed between the dredge prism and the bottom surface shown by the soundings of the Government's pre-dredge survey, and a quantity of available material will be computed between the dredge prism and the bottom surface shown by the Government post-dredge survey. The difference between these two available quantities (pre-dredge and post-dredge) will constitute the quantity of material dredged. Misplaced materials (including any required removal and placement), excessive dredging, and materials falling or drawn into the cut from beyond the side slope plane or beyond the limits indicated, will be excluded from the quantities for which payment will be made. The Triangulated Irregular Network (TIN) method will be used for quantity determination.

#### 1.2.2.3 Unit of Measure

Unit of measure: cubic yard.

1.2.3 Dewatering in Accordance with WQCs and OENJC site (and/or contractor's proposed site(s)) Specifications for Upland Placement (**Item No. 0001AD and 0005C and 0006D**)

#### 1.2.3.1 Payment

Payment will be made for costs associated with dewatering, monitoring, and other incidental thereto, excluding transportation to berthing areas.

#### 1.2.3.2 Measurement

The total quantity of dewatering material for which payment will be made will be by in-situ (quantity) measurement in cubic yards by computing the difference of available material between the pre-dredge survey and the post-dredge survey. Available material is defined as material located within the boundaries of the dredged prism as shown on the drawings to include the required dredged depths indicated on the drawings and up to 1.5 ft allowable overdepth. Specifically, a quantity of available material will be computed between the dredge prism and the bottom surface shown by the soundings of the Government's pre-dredge survey, and a quantity of available material will be computed between the dredge prism and the bottom surface shown by the Government post-dredge survey. The difference between these two available

quantities (pre-dredge and post-dredge) will constitute the quantity of material dredged. Misplaced materials (including any required removal and placement), excessive dredging, and materials falling or drawn into the cut from beyond the side slope plane or beyond the limits indicated, will be excluded from the quantities for which payment will be made. The Triangulated Irregular Network (TIN) method will be used for quantity determination.

#### 1.2.3.3 Unit of Measure

Unit of measure: cubic yard.

#### 1.2.4 Drilling, Blasting, Dredging, and Disposal of Rock Materials at the Artificial Reef Shark River Reef (**Item No. 0001AL and Item No. 0006B**)

##### 1.2.4.1 Payment

Payment will be made for costs associated with dredging, including transportation and deposition of dredge material at the Reef, monitoring, and other incidental thereto, including hydrographic surveys.

##### 1.2.4.2 Measurement

The total quantity of dredged material for which payment will be made will be by in-situ (quantity) measurement in cubic yards by computing the difference of available material between the pre-dredge survey and the post-dredge survey. Available material is defined as material located within the boundaries of the dredge prism as shown on the drawings to include the required dredged depths indicated on the drawings and up to 1.5 ft allowable overdepth. Specifically, a quantity of available material will be computed between the dredge prism and the bottom surface shown by the soundings of the Government's pre-dredge survey, and a quantity of available material will be computed between the dredged prism and the bottom surface shown by the Government post-dredge survey. The difference between these two available quantities (pre-dredge and post-dredge) will constitute the quantity of material dredged. Misplaced materials (including any required removal and placement), excessive dredging, and materials falling or drawn into the cut from beyond the side slope plane or beyond the limits indicated, will be excluded from the quantities for which payment will be made. The Triangulated Irregular Network (TIN) method will be used for quantity determination.

##### 1.2.4.3 Unit of Measure

Unit of measure: cubic yard.

#### 1.2.5 Subsurface drilling and sampling (**Item No. 0001AE**)

##### 1.2.5.1 Payment

Payment will be made for costs associated with subsurface drilling and sampling for each drill hole performed, including mobilization and demobilization of all equipment necessary to perform the required drilling sampling, and coring to a depth of 55 feet below MLW. Mobilization and demobilization will include a drill rig of complete assembly and in working order as well as the transportation of samples and cores to the Caven Point

Marine Terminal. Size of sampling shall be 1-3/8 inch diameter and size of rock core shall be NX diameter core.

#### 1.2.5.2 Measurement

The measurement for drilling drive sample drill holes including soil sampling and rock core drilling (vertical) will be the number of holes that were drilled in accordance with the specifications. Measurements will be made from mean low water.

#### 1.2.5.3 Unit of Measure

Unit of measure: each.

-- End of Section --

## **SECTION 02900**

### **DREDGING AND DISPOSAL**

#### **1. Mobilization and Demobilization.**

1.1 Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, such as transfer of dredges, attendant plant, field offices and facilities, and equipment to the project site, preparation of disposal areas, and other incidental operations in advance of actual dredging work. Demobilization shall include general preparation for transfer of plant to its home base, cleanup of disposal and operations areas, and transfer of plant to its home base. The cost of work other than mobilization and demobilization of the Contractor's dredging plant and equipment shall not be included in this item.

#### **2. Site Conditions.**

##### **2.1 Review of Existing Documents**

2.1.1 The Contractor is required to provide mechanical equipment capable of removing material to be dredged at a rate sufficient to complete the work within the specified time period as indicated in SECTION 00800: Special Contract Requirements.

2.1.2 Bidders are invited to examine Corps of Engineers subsurface exploration logs and to decide for themselves the character of the materials. The samples are available for inspection at the New York District, Caven Point Marine Terminal, Jersey City, New Jersey. For further information bidders should contact the New York District, Engineering Division, Civil Engineering Section, Mr. Ben Baker, at (212) 264-9110/9111.

2.1.3 Bidders are expected to examine the site of the work, including the disposal areas, and decide for themselves the site condition that may affect their operations. See Contract Clause entitled "Site Investigation and Conditions Affecting the Work" Section 00700.

##### **2.2 Existing Conditions**

###### **2.2.1 Character of Materials.**

2.2.1.1 Subsurface Explorations including soil borings and rock cores are provided so that potential bidders can determine the area extent and characteristics (including dredgeability) of the soil to be removed. The results are shown on the maps and drawings referred to in Special Contract Requirements SECTION 00800, entitled "Contract Drawings, Maps, and Specifications". Although the results of these investigations are believed to be representative of subsurface conditions at their respective locations and for their respective vertical reaches, local variations in the subsurface materials are to be expected and, if encountered, will not be considered to constitute 'materially different' site conditions within the context of Contract Clause entitled "Different Site Conditions" Section 00700.

2.2.1.2 The materials to be found above the required depth, **47 ft** below MLW for **Area 8 as shown on the drawings**, include, but are not limited to:

1) **Dark gray to black, very soft, organic Silt and Clay**, little to some Sand, frequent shells and shell fragments.

2) **Red-brown**, dense to **very dense Sand and Gravel**, with little to some Silt and Clay, and occasional Cobbles and Boulders.

3) **Red-brown**, soft to **hard Silt and Clay**, with little to some Sand and Gravel, and occasional Cobbles and Boulders.

4) **Cobbles and Boulders** with a matrix of Sand, Silt and Clay occur in layers of varying thickness. Cobbles and boulders typically increase with depth and are generally most frequent immediately above the bedrock.

5) **Dark gray, gray-green to red-brown**, fine to medium grained Sandstone Bedrock. **Sandstones** are typically described as hard to very hard with varying degrees of fracturing and weathering. Conventional cores generally indicate the sandstone to be slightly to moderately fractured with rock quality designations (RQD) ranging from poor to good.

6) **Red-brown to gray Shale Bedrock**. The **Shale** ranges from soft to very hard depending on the degree of weathering and other factors. Weathering ranges from slightly weathered to decomposed. Conventional cores typically describe the shale as highly fractured and broken with rock quality designations (RQD) ranging from very poor to fair.

7) **Dark gray-green to black Diabase Bedrock**. The Diabase is typically very hard and displays varying degrees of fracturing. Weathering typically ranges from fresh (unweathered) to slightly weathered.

8) **Trash and debris** - Trash, debris and other miscellaneous man-made and natural objects should be expected to be encountered during the course of the dredging. This material may be encountered at any location above the required depth indicated on drawings. The objects may include but are not limited to, wood, sheet metals, glass, lumber, plastics, tires, hoses, chains, cables and hawsers.

### 3. Dredging Equipment.

#### 3.1 Dredges.

It is anticipated that a variety of dredging equipment will be necessary for the removal of soils and rock within the project area. All material shall be removed with dredging equipment appropriate for the material encountered (i.e. clamshell, closed clamshell "environmental" bucket dredge, dipper, powershovel, etc.). The use of hopper and cutterhead dredges is prohibited.

#### 3.2 Scow monitoring equipment (ADISS/ADISSPlay/ADISSt).

The contractor is required, at his/her own expense, to have all scows or other vessels used to transport dredged material to designated placement locations (HARS, artificial reefs, or other locations in the New York Bight or Lower Bay) equipped with scow monitoring equipment (ADISS/ADISSPlay/ADISSt, from Science Applications International, Inc. (SAIC)). The ADISSPlay software/equipment shall be programmed by SAIC personnel for use aboard any towing, or other, vessels used to transport dredged material. The contractor shall ensure that the ADISS/ADISSPlay/ADISSt equipment is operational at all times dredged material is transported from the dredging site and while returning to the dredging site after ocean placement. Although the Corps Disposal Inspector (CDI) will observe the operation of the ADISS/ADISSPlay/ADISSt equipment, operation and maintenance of the ADISS/ADISSPlay/ADISSt equipment will be the responsibility of the dredging contractor. It is the contractor's responsibility to ensure that the ADISS/ADISSPlay/ADISSt equipment is in continuous, operable condition. Any

problems with operation/function of the ADISS/ADISSPlay/ADISSLt equipment should be directed to SAIC personnel immediately, at (401) 261-4931, (401) 847-4210, and to the NY District at (212) 264-1853 or x1585.

#### **4. Dredge/Disposal Inspector.**

The Contractor at his/her own expense shall have the USACE certified Inspector(s) of Open Water Disposal of Dredged Material oversee the placement activities of all dredged materials at the upland disposal sites, Newark Bay Confined Disposal Facility and the HARS or artificial reef site, or other ocean placement location, if used. The Dredge/Disposal Inspector shall be responsible for ensuring that the requirements contained in the drawings, specifications, the New Jersey DEP Water Quality Certificate/Coastal Zone Determination and NYS DEC WQC/CZM are met. The Inspector must complete USACE Transportation and Placement Logs and checklists for all placement activities performed. Inspectors will be required to be on duty and in the towing vessel wheelhouse, to observe scow monitoring equipment function, watch for endangered species, and perform other inspector duties, from the time the towing vessel departs from the dredging site until the scow has completely emptied and all reporting requirements have been completed.

#### **5. General Requirements**

##### **5.1 Overdepth and Side Slopes**

###### **5.1.1 Allowable Overdepth**

To cover inaccuracies of the dredging process, material actually removed from within the specified areas to be dredged, to depths as specified below for allowable overdepth, will be estimated and paid for at the contract price. Allowable overdepth dredging will be permitted to a depth of not more than 1.5 ft for all dredging areas. The required dredging depth as shown on the drawings is 47 ft below MLW. An allowable overdepth dredging will be measured and paid for at the applicable contract price in the same manner as specified for the overlying material.

###### **5.1.2 Side Slopes**

The side slope dredging requirements as shown on the drawings are as follows:

**Non-Rock material: 1V to 3H**

**Rock material: 1V to 1H**

Material actually removed within limits shall provide for final side slopes not flatter than those indicated on the drawings and will be estimated and paid for. The Contractor may dredge material in original position or may dredge below the pay slope plane at the bottom of the slope to allow for sloughing of upslope material capable of falling into the cut. However, material removed below any pay slope plane will not be estimated for payment. In computing the limiting amount of side slope dredging, the required depth indicated on the drawings, measured vertically, will be used. The quantity of material to be paid for shall not be in excess of that originally lying above this limiting slope. Side slopes are given for payment purposes only and are not necessarily the angle of repose of the soil. Sloughing side slopes shall not be the basis for claims against the Government. End slopes, where indicated on the drawings, shall be treated in the same manner as side slopes.

### 5.1.3 Excessive Dredging

Material taken from beyond the allowable overdepth or side slope limits may be deducted from the total amount dredged as excessive dredging, or excessive side-slope dredging. Materials dredged from below the depth limit which result in extra costs shall be the responsibility of the Contractor. Nothing here shall be construed to prevent the inclusion in the measurement of material dredged for the removal of shoals performed in accordance with the applicable of the paragraph: FINAL EXAMINATION AND ACCEPTANCE in section 00800,1.15.

5.2 If during the dredging or upon completion of the post-dredging surveys and soundings, materials are found above the required dredging depth of 47 ft below MLW, these materials shall be removed immediately at the Contractor's expense.

5.3 The maximum allowable depth of non-rock material to remain over the rock prior to blasting shall be 1.0 foot.

5.4 Reprofilng of the channel bottom in any area is prohibited.

### 5.5 Order and Sequence of Work

5.5.1 The Contractor is required to remove the overlying non-rock material unsuitable for placement at the HARS prior to the start of dredging the HARS and rock materials in each acceptance area.

1) The Contractor shall complete the entire work in acceptance area 2A before proceeding to another acceptance area. The Contractor may work on another acceptance area, as long as it does not interfere with the completion of acceptance area 2A and with the approval of the Contract Officer Representative.

#### 5.5.2 Material Types

##### 5.5.2.1 Non-Rock

1) The Contractor shall commence work with the removal of "Non-Rock Material" in each acceptance area. Removal of Rock is prohibited during the dredging of non-rock material in each acceptance area.

2) In locations where non-HARS material overlies HARS Material, the Contractor is required to remove the overlying non-rock material unsuitable for the placement at the HARS prior to start of dredging the HARS and rock materials.

##### 5.5.2.2 Rock

1) After removal of "Non-Rock" is completed for each acceptance area, the Contractor may proceed with the removal of rock with the respective acceptance area. This work may be performed in any order so long as the dredging operations do not interfere with either ship traffic or conflict with the Environmental windows. Rock removal may only be performed in one acceptance area at a time, except as detailed below.

2) For Acceptance Area 5, 6 and 7, the Contractor is prohibited from working in these three areas unless approval is given by the Contract Officer Representative. The Contractor shall commence work in acceptance Area 6 and 7 at the east end of the area and proceed from east to west. The award of option CLIN 0006 should not be interpreted as a Contract Officer Representative approval.



### 5.5.2.3 Environmental Windows

The Contractor is prohibited from working in Acceptance areas during the **Environmental Windows**. The Environmental windows would run from **1 February to 31 May**, and would be in effect for the Acceptance Areas as listed below. Contractors can work in other areas during the restrictions.

Acceptance **Area 1**: no work from **1 February to 31 May**.

Acceptance Area 2 and 2A: no restrictions.

Acceptance **Area 3**: no work shall occur in this acceptance area between the dates of **1 February to 31 May** of any given year.

Acceptance **Area 4 and 4A**: no work shall occur in this acceptance area between the dates of **1 February to 31 May** of any given year.

Acceptance Area 5: no restrictions.

Acceptance **Area 6 and 7 (KVK-Area 4B)**- no work shall occur in the western most 500 ft of this acceptance area between the dates of **1 February to 31 May** of any given year.

### 5.5.3 Interference with Navigation

5.5.3.1 The Contractor shall minimize interference with the use of channels and passages. The Contracting Officer will direct the shifting or moving of dredges or the interruption of dredging operations to accommodate the movement of vessels and floating equipment if necessary.

5.5.3.2 Acceptance Area 5, 6 and 7 the Contractor is prohibited from working in these areas unless approval is given by the Contract Officer Representative.

5.6 The Contractor will have a "**NOTICE TO MARINERS**" published by the Coast Guard prior to the initiation of any disposal activities. The Contractor shall also coordinate all dredging and transportation activities with the U.S. Coast Guard Activities New York, Vessel Traffic Service Branch at 718-354-4191 or facsimile 718-354-4190. Every vessel engaged in the transportation of dredged material shall have its name or number, and owner's name, painted in letters and numbers at least fourteen (14) inches high, on both port and starboard sides of the vessel. These name and numbers shall be kept distinctly legible at all times, and no vessel not so marked, shall be used to transport dredged material, or place dredged material.

Scow Identification and Certification and Backup Scow: All scows that will be used, or may be used, during this dredging project must be identified prior to the first day of dredging. Scows identified for use on the project must be certified to be fully operational, mechanically sound, completely seaworthy, and free of leaks or other defects.

5.7 The Contractor or its authorized dredging or towing contractor must equip each scow, which transports dredged material for placement with an Automated Disposal Surveillance System (ADISS) developed by Science Applications International Corporation (SAIC), which consists of ADISS boxes on scows, and ADISS/ADISSLt units on towing vessels. Before each departure, the USACE certified Inspector must ensure that the ADISS box is in good working order (i.e. ADISSPlay System on towing vessel indicates communication with ADISS System is active) and that the ADISSLt system is functional and ready for potential use as a backup to ADISS/ADISSPlay. Furthermore, the CDI and the Scowman, if used, must jointly continue to monitor the functioning of the ADISS box during each trip. Should the CDI suspect at any time that the ADISS box is not functioning properly (i.e. ADISSPlay System

malfunctions), the CDI must immediately contact the COR and the ADISS contractor at 1-800-729-4210. Latitude-longitude coordinates of the scow, displayed by the ADISS systems, should be periodically checked against latitude-longitude coordinates of tugboats, when passing the same, fixed geographic position (i.e. channel marker). The coordinates should be approximately the same. Discrepancies should be noted and investigated through contact with the COR and ADISS coordinator.

5.8 Scows **must** not be transported from the dredging site for offshore placement of dredged material unless the tugs DGPS navigation system, ADISS/ADISSPlay/ADISSLt systems, are all in full working order and provide correct information. However, if SAIC personnel are servicing/repairing the ADISS/ADISSPlay equipment, the ADISSLt equipment may be used, and an affected scow may be transported for ocean placement. ADISSLt must only be used on two consecutive placement trips of a scow. ADISSLt is an emergency backup to the ADISS/ADISSPlay equipment and must not be routinely used.

#### **5.9 Floatable Materials:**

All floatable material excavated including but not limited to wood and tires must be disposed at an existing approved upland disposal area. Should the Contractor encounter floatable material; a copy of a letter granting the permission of appropriate authorities to use an existing approved upland area must be submitted to the Contracting Officer and/or his Representative

#### **5.10 All dumping activities shall be recorded as specified below.**

Twenty four (24) hours prior to departure of the first project vessel from port for the open water placement of any dredged material, the Contractor shall notify the New York District USACE by telephone. Calls regarding departures shall be made to the Dredged Material Management Section at (212) 264-1853 or 5622. The Contractor will furnish the Contractor name, project name, inspector name and estimated time of departure.

5.11 The Contracting Officer, or his Representative, reserves the right to have Corps of Engineers and/or the Environmental Protection Agency Inspectors accompany all trips to the placement site to certify compliance with the above

5.12 The Contractor, or his authorized Representative, shall give notice of sailing by telephone, or via direct radio transmission between the Contractor's tug and the US Coast Guard 2 hours prior to departure of a vessel from port. Telephone calls should be made to the US Coast Guard at (718) 354-4088.

#### **5.13 Corps Disposal Inspector (CDI):**

The Contractor must hire USACE, NY District, certified Inspectors of Open Water Disposal of Dredged Material, known as Corps Disposal Inspectors (CDIs). CDIs will observe loaded scows at the dredging site, monitor transport of dredged material, and monitor placement activities at the upland site(s), Newark Bay Confined Disposal Facility(CDF) and HARS, artificial reefs, or other ocean placement location. CDIs will be responsible for ensuring that the requirements contained in these specifications, and any other guidance and requirements provided to the contractor related to dredged material placement, are met. CDIs will help ensure that placement guidelines, particularly as presented during the pre-construction meeting, and described below, are being followed. CDIs must be awake and on duty from the time the scow is towed from the dredging site until the scow doors are closed and all reporting requirements associated with each trip have been completed. CDIs must complete the checklists during each placement trip.

a. A list of CDIs can be obtained from the USACE Ocean Placement Manager, Dr. Stephen Knowles, at (212) 264-1853. Fourteen (14) days prior to departure of the first project vessel from port for open water placement of any dredged material, the Contractor must submit a letter to the New York District with the names and certification information of all CDIs who will be working on the project. The Contractor must furnish CDI names, companies CDIs are affiliated with if not independent CDIs, and the expected duration of employment of CDIs who will begin service at the start of the project. CDIs who will be on duty at the beginning of the dredging project must be present at the pre-construction meeting to review placement guidelines and requirements associated with this project. Any CDIs who begin duty after the first day of dredging must meet with NY District personnel to review placement guidelines and requirements associated with this project prior to working as a CDI on the project. Notice of replacement CDIs must be submitted to NY District at least two weeks prior to beginning work, unless illness of a CDI or other unforeseen event prevents such notification. The Contractor must furnish CDI names, companies CDIs are affiliated with if not independent CDIs, and the expected duration of employment of replacement CDIs who will work on the project.

b. CDIs are not allowed to be on duty for more than twelve (12) hours per day. CDIs must be provided a minimum of eight (8) hours of continuous off-duty time each day to allow appropriate rest to ensure safety and competence. CDIs must be provided with a designated bunk space or other suitable sleeping location while working aboard a towing vessel and a suitable location for completing paperwork associated with CDI duties. The contractor is not permitted to direct the CDI in completion of CDI duties/requirements unless specifically requested by NY District. Although CDIs are financially employed by the Contractor, either directly or through sub-contracting, CDI duties and requirements are established by NY District. NY District will be responsible for determining whether CDIs are satisfactorily performing their duties and requirements.

c. The following items, provisions, accommodations, and supplies must be provided for the use of each CDI working on the dredging contract:

- legible copy of the permit or contract specifications, as related to scow loading, transport, and dredged material placement;

- A legible copy of the Placement Guidelines and placement grid map received at the pre-construction meeting, or any additional instructions or guidelines as related to scow loading, transport, and dredged material placement;

- an 8" - 12" wide protractor with degrees printed or embossed on the curved surface;

- dividers for scaling distances off of maps and charts;

- scow loading tables for each scow used to transport dredged material;

- a fully operational, handheld laser range finder with a range of at least 1000 feet, and manufactured no earlier than 1998, must be available for use by the CDI at any time. Spare batteries for the laser range finder must be available at all times;

- access to the towing vessel DGPS, fathometer, and radar;

- fully operable personal cellphones in possession of each CDI at all times with active phone numbers unique to each phone available for placing and receiving calls at all times. Cell phone numbers must be provided to NY District at the pre-construction meeting;

-suitable location for completing paperwork associated with CDI duties;

-a fully operational fax machine must be onboard the towing vessel for use by the CDI within 2 hours of each placement event, or available for use by the CDI at the dredging site within 4 hours of each placement event;

--Any discrepancies or other concerns noted by the CDI regarding placement activities shall be reported immediately, via cellular phone from the tug, to the KVK Project Office at (201) 433-9232 or 9228 and USACE HARS Manager at (212) 264-1853 or x5620.

Additional items related to the duties of the CDI may be required at any time during the period of the dredging contract;

5.14 CDIs shall submit a report of all placement activities authorized by this contract for each scow of dredged material within 6 hours of the time of placement at the HARS, reef, or other open-water placement location. CDIs must complete a USACE Transportation and Placement Log form (TPLF) electronically, using the ADISSPlay or ADISSLt system, or manually if necessary. Logs should be faxed to (212) 264-4260, or hand delivered to room 1937 of 26 Federal Plaza within 6 hours of each placement event. Any discrepancies or other concerns noted by the CDI regarding placement activities shall be reported immediately (via cellular phone from the tug, or within one-half hour of return to the dredge site or port) to the USACE HARS Manager at (212) 264-1853 or x5620, to the USACE Construction Division POC, and a dredging contractor POC not onboard the towing vessel. CDIs may communicate with towing vessel captains to help ensure correct placement of dredged materials. However, CDIs are not authorized to operate towing vessel equipment, and in particular, remotely operated scow control equipment. CDIs are required to use hand-held laser range finders (required to be aboard all towing vessels used for dredged material placement) to determine the tow lengths used at the time of dredged material placement. CDIs are required to communicate with the towing vessel crew to obtain information necessary to document the position of the scow at the time placement occurs. In the event of ADISS/ADISSPlay/ADISSLt malfunction, the CDI must complete a map of the placement area showing the position of the scow at the time scow doors were first opened, including the distance from the towing vessel to the scow (as determined using the hand-held laser range finder), the towing vessel DGPS position at the time of initial scow door opening, the vessel direction of travel, and the bearing to the scow from the towing vessel. Manually prepared maps, if necessary, associated with an ocean placement trip, should also be faxed to NY District with the TPLF and other required documents. If TPLFs (electronically or manually produced) and any other required placement documents are not received within 6 hours of each placement event, scows may be directed to standby at the dredging site until all items have been received at NY District.

#### 5.15 Specific Placement Grid Details And Additional Placement Guidelines

More detailed placement guidelines and specific placement grid information will be provided prior to commencement of dredging, particularly at a pre-construction meeting of the dredging contractor and Corps. Additional placement guidelines and modifications may be provided to the dredging contractor at any time during the dredging contract.

### 6. Dredging and Disposal of "Non-rock materials" unsuitable for placement at the HARS

6.1 The "non-rock" dredged material is composed of the material identified in para. 2.2.1.2 item numbers 1 through 4 that are deposited within the dredging limits as shown on the contract drawings is considered unsuitable for placement at the HARS.

All non-Rock dredged material capable of being removed using an "environmental" bucket shall be removed with an "environmental" bucket. If after the Contractor has used the "environmental" bucket and has not achieved **47** ft below MLW, the Contractor shall use a conventional bucket to remove the non-rock material to **47** ft below MLW.

These dredged materials shall be disposed of at the disposal site designated by the Government or alternate disposal site(s) selected by the contractors under section 0800-1.45. The Contractor Quality Control (CQC) personnel, the Contracting Officer Representatives, and USACE certified Dredge/Disposal Inspector shall jointly determine the character of materials to be disposed of at the non-ocean placement site or designated upland disposal sites.

## **6.2 Disposal Facilities**

The Government has identified the following sites for the processing and disposal of non-rock dredged material. The Contractor shall coordinate with the operator of the disposal facility to ensure that the necessary facility requirements are included in the Contractor's bid price. The Contractor shall submit a schedule and the anticipated quantity to be placed at the disposal sites within 3 calendar days from the date the contractor is notified as the apparent low bidder.

1) The following site shall be the only government identified non-ocean placement site used for item number **CLIN 0001AC** and **CLIN 0005B** and **CLIN 0006C** in the price schedule.

Disposal Site: Bayonne Landfill Remediation Site  
Operator: Cherokee/OENJ  
Location: 61 North Hook Road, Bayonne, NJ 07002  
Point of contact: Mr. Mark Sanborn, Chief Operating Officer,  
Phone Number: (201) 377-9343  
Location of Unloading Facility: Northeast corner of the property

2) The following site shall be the only non-ocean placement site used for number **CLIN 0001AH**.

Disposal Site: Newark Bay Confined Disposal Facility (NBCDF)  
Operator: Port Authority of New York and New Jersey  
Location: Newark Bay  
Point of contact: Mr. Atef Ahmed  
Phone Number: 212 435-4271  
Location of Unloading Facility: Disposal will take place above the NBCDF

The Contractor will be required to pay a management fee of \$29.00 per cubic yard disposed of at the NBCDF. A management fee will be derived from volume calculation taken from a before-dredge and after-dredge bathymetric survey of the contract limit area as designated in the contract drawings and specifications based upon in-situ non-HARS sediment at the origin dredging site. The after-dredge survey will be performed for an area after the material for NBCDF disposal has been removed and before underlying material for HARS remediation or reef construction is removed. All other payment to the Port Authority of New & New Jersey shall be in accordance with the requirements specified in the NBCDF Final Operation and Management Plan.

6.3 Any non-rock material capable of being removed using an "environmental" bucket shall be removed with an "environmental" bucket to refusal. The defining characteristics of environmental bucket are as follows:

- a. The bucket shall be provided with welded steel covers and rubber seals specifically designed and installed by the bucket manufacturer to minimize leakage from the closed bucket.
- b. The closed bucket shall be equipped with vertical side plates, with rubber seals, which overlap or have some method to reduce sediment loss at closure and shall act as an enclosure to eliminate redeposit of soil from the bucket.
- c. The bucket shall be equipped with a switch, with signal light in the control station, to verify bucket closure and seal.
- d. The bucket will be designed to produce a flat cut and to minimize resuspension during closing and lifting.

A shop drawing of the contractor's bucket shall be provided to the Contracting Officer for approval prior to the commencement of dredging.

6.4 No dredging operations shall be done unless the Dredge/Disposal Inspector (CDI), approved by the Contracting Officer, is present. The Inspector shall visually inspect the dredged material and take photographs or videos to document the conditions of the dredged material.

6.5 For the purpose of progress payment, the Contractor shall perform bathymetric surveys immediately following removal of debris and prior to removing any non-rock material destined for the upland disposal site to determine the contract dredged volume of non-rock materials disposal at the upland disposal facility. The contract volume is derived from volume calculations taken from a pre- and post-dredge bathymetric surveys based upon in-situ non-rock sediment at the origin of dredge site. Refer to Section 00800, Quantity Surveys.

6.6 When working in non-rock dredged material, the Contractor shall employ the following best management practices:

- 1) No barge overflow shall be permitted during the dredging and transport of any contaminated dredged material.
- 2) Dredging of non-rock materials shall be accomplished using a closed "environmental" bucket. Dredging of consolidated "new work" material is not subject this equipment restriction, but shall be accomplished using best management techniques to minimize the suspension of sediment.
- 3) Dredged material shall be placed deliberately in the barge in order to prevent spillage of material overboard.
- 4) The dredge shall be operated so as to maximize the bite of the environmental bucket. This will reduce the amount of free water in the dredged material and the number of the bites required for completing the job.
- 5) To minimize the loss of material during the excavation the environmental bucket lift speed shall not exceed 2 feet per second.
- 6) All barges or scows used to transport sediment shall be of solid hull construction or be sealed with concrete, except for material permitted for subaqueous disposal.

7) Should decanting of water from barges be required before disposal, PANYNJ will make berthing area(s) available for dewatering purpose (Section 00903). The Contractor may use the berthing area designated by the Contracting Officer for this project unless otherwise directed by the Contracting Officer.

The **New Jersey Marine Terminals Berth 63** at the Port Newark/Elizabeth Marine Terminal is the dewatering site that NYNJPA is providing for this contract, A 400 feet berth located on the north side of the Elizabeth channel in New Jersey; is available for mooring a dewatering scow. (**Section 00903**)

POC for the berth is **Gregory Bulthaup (973)-690-3482**.

All operation and management rules shall be in accordance with the requirements specified in the State of New Jersey Water Quality Certificate (WQC)/Federal Consistency and NY WQC (**Section 00902**).

6.7 The Contractor shall submit a schedule for disposal of non-rock dredged material to the disposal facility and Point of Contact to the Contracting Officer's Representative at least 30 calendar days prior to the commencement of the dredging of said material. The schedule shall indicate the anticipated flow of material.

6.8 The towing vessel captain is responsible to ensure, prior to the departure of the towing vessel from the dredge site, that the forecasted weather and sea conditions at the expected time of arrival at the disposal facility will allow for safe conditions. If upon arrival at the disposal site facility, prevailing conditions are such that deviation from the operating procedures of the disposal facility is necessary to ensure the safety of the operation, the responsibility for the determination of a minimum safe speed for the towing vessel, and a minimum safe distance will rest solely with the captain of the towing vessel

6.9 The Contractor shall be responsible for the transport of dredged material and the tie-down of the scow to the designated location identified by the disposal operator. The Contractor is required to take all necessary precautions for the safety of, and to provide necessary protection to prevent damage, injury or loss to any person or property, including but not limited to: a) All employees of the Contractor, public, and other persons and entities who may be affected by thereby; b) the physical structure(s) in surrounding the navigation channel; and c) other property at the upland disposal facility, including piers, docks, berths, vessels, markers, lights, buoys, and other structures.

6.10 The dredging and placement logs for dredged material unsuitable for placement at the HARS placement shall be completed and attached to the Contractor's daily CQC report and submitted on a daily basis.

6.11 The USACE certified dredge inspector shall verify acceptance of the dredge material unsuitable for the placement at the HARS from the upland facility at the time of arrival.

## **7. PLACEMENT OF DREDGED MATERIAL AT OPEN-WATER PLACEMENT SITES**

Dredged Material Placement Protocol for the HARS. For **CLIN 0001AG** and **CLIN 0005A** and **CLIN 0006A** the following requirements are applicable. All non-rock dredged material overlying the red-brown silt and clay that is capable of being dredged with an "Environmental" Bucket shall be removed under **CLIN 0001AC, CLIN 0005B and CLIN 0006C**

All of the provisions, guidelines, requirements, and instructions (PGRIs) in this section of the contract specification must be completed/complied with before any dredged material may be placed at a designated ocean placement site. Many of the PGRIs must be completed/complied with prior to the start

of dredging. Any misplaced dredged material deemed to constitute a potential hazard to navigation by the Corps will be the sole liability of the dredging contractor to remove, as directed by the Corps. This would include, for example, placement of dredged material in a navigation channel that results in a mound or causes an area of shallower water within the channel; or any dredged material placed above a permitted depth associated with an artificial reef. The dredging contractor will assume all expenses and liabilities associated with creating mounds of dredged material above a permitted depth at an artificial reef site and expenses and liabilities associated with bringing such mounds below permitted depths.

**7.1 Personnel Notification:** This section of the contract specification must be provided to all contractor personnel working on any aspect of open-water placement of dredged material associated with this project, including personnel loading scows at the dredging site, personnel working on scows at the dredge site, personnel onboard towing vessels at the dredging site or while towing scows, including USACE NY District certified Inspectors of Open Water Disposal of Dredged Material (Corps Disposal Inspectors (CDIs)), and personnel aboard scows being towed. All personnel associated with loading of scows, transportation of dredged material, and placement of dredged material must be familiar with the guidelines and requirements contained in this portion of the contract specifications. Prior to the start of dredging, the contractor must submit a letter to the NY District listing the name, position title, and job description of each person who will be working on the towing vessels used to transport dredged material, each person who will be loading the scows with dredged material at the dredging site, and anyone else involved with scows at the dredge site or while being towed to the designated placement location. This letter must include verification that each person has been provided a copy of this portion of the contract specification, has read this portion of the contract specification, and understands the requirements described in this contract specification as related to their job duties. Additional guidelines and directives may be provided at any time during the duration of the dredging project and will become part of the contract specifications.

## **7.2 Ocean Placement Locations: for HARS and ROCK**

For **CLIN 0001AG** and **CLIN 0005A** and **CLIN 0006A**: the Government has identified the Historic Area Remediation Site (HARS) for placement of dredged material, approved for ocean disposal, removed under this contract. However, barges that contain less than 25% non-rock material (i.e., vessels which contain 75% or more rock material) should not be transported to the HARS. (Non-rock material is defined as material that is less than 2.5 inches in diameter.)

### **7.2.1 HARS**

The Contractor shall perform dredged material placement at specific locations within the HARS, defined by the following perimeter coordinates:

Point	LatitudeDMS	LongitudeDMS	LatitudeDDM	LongitudeDDM
B	40o 25' 23" N	73o 53' 34" W	40o 25.38' N	73o 53.57' W
D	40o 25' 22" N	73o 52' 08" W	40o 25.37' N	73o 52.13' W
F	40o 23' 13" N	73o 52' 09" W	40o 23.22' N	73o 52.15' W
G	40o 23' 13" N	73o 51' 28" W	40o 23.22' N	73o 51.47' W
H	40o 22' 41" N	73o 51' 28" W	40o 22.68' N	73o 51.47' W
I	40o 22' 41" N	73o 50' 43" W	40o 22.68' N	73o 50.72' W
L	40o 25' 22" N	73o 50' 44" W	40o 25.37' N	73o 50.73' W
N	40o 25' 22" N	73o 49' 19" W	40o 25.37' N	73o 49.32' W
O	40o 21' 35" N	73o 49' 19" W	40o 21.58' N	73o 49.32' W
Q	40o 21' 36" N	73o 52' 08" W	40o 21.60' N	73o 52.13' W
T	40o 22' 08" N	73o 52' 08" W	40o 22.13' N	73o 52.13' W
U	40o 22' 08" N	73o 53' 34" W	40o 22.13' N	73o 53.57' W



DMS = Degrees, Minutes, Seconds  
DDM = Degrees, Decimal Minutes

7.2.2 The Contractor will also use exact placement criteria set by the New York District Corps of Engineers. All placement of dredged material within the HARS will occur in strict accordance with the guidelines and locations attached to these specifications, and any future updates when provided by USACE, particularly at the pre-construction meeting.

7.2.3 All non-rock material approved for ocean disposal, excluding floating debris and trash, shall be transported to the HARS, unless otherwise directed.

#### 7.2.4 **Rock**

For **CLIN 0001AL** and **CLIN 0006B**: The Government has identified a **reef** (section 00903) for placement of dredged rock (i.e., vessels that contain 75% or more rock material) that is approved for ocean disposal. (See map in section 00903)

The rock material to be dredged, exclusive of all floatable material, will be disposed of at the Reef Site.

Note: The coordinates of the exact location of the grid used for placement of dredged material at the HARS will be provided during the pre-construction meeting and may be changed at any time during the dredging project.

### **7.3 General Requirements: ALL PLACEMENT ACTIVITIES MUST BE RECORDED, AND REQUIREMENTS ADHERED TO, AS SPECIFIED BELOW.**

- a. Twenty four (24) hours prior to departure of the first project vessel from port for the open water placement of any dredged material, the Contractor must notify the New York District USACE by telephone. Calls regarding departures must be made to the Dredged Material Management Section at (212) 264-1853 or 5620. The Contractor must furnish the Contractor name, project name, inspector name and estimated time of departure.
- b. The Contracting Officer, or his Representative, reserves the right to have Corps of Engineers and/or Environmental Protection Agency employees and other invited representatives accompany all trips to the placement site to certify compliance with any contract specifications or environmental regulations.
- c. The Contracting Officer, or his authorized Representative, must give notice of sailing by telephone, or via direct radio transmission between the Contractor's tug and the US Coast Guard two hours prior to departure of a vessel from port. Telephone calls must be made to (718) 354-4088.
- d. CDIs must submit reports of all placement activities authorized by this contract on the basis of one report for each scow of dredged material within 6 hours after each placement event. Reports must be printed from the ADISSPlay system aboard the towing vessel and must be transmitted via a cell phone link with the ADISSPlay system, and faxed to NY District at (212) 264-4260. If the electronic form can not be printed, a hand written form must be completed and submitted. Individual trip reports must utilize the USACE Transportation and Placement Log Form (TPLF), which must be fully completed electronically on board the towing vessel, or manually if equipment failure prevents electronic completion. Any discrepancies or other concerns noted by the inspector regarding placement activities must be reported immediately, via cellular phone from the tug, to the USACE Ocean Placement Manager at (212) 264-1853 or (212) 264-5620, the towing vessel captain, the dredging contractor POC not onboard

the towing vessel, and the Contracting Officer and/or his Representative. These personnel are termed the "Notification List". Telephone numbers of personnel on the Notification List must be supplied to all CDIs working on the dredging project. Reports of discrepancies must also be faxed by the CDI as soon as possible to (212) 264-4260 and (NY District contract manager). In addition to the TPLF, a checklist must be completed for each ocean placement trip. Any items receiving a "NO" answer are considered discrepancies and must be reported immediately to the Notification List. Discrepancies that must be noted by the CDI on the TPL form and checklist and must be reported immediately to the Notification List include, but are not limited to, the following items

- A scow has a mechanical problem, a leak, or visible damage that may cause leaking.
- A scow contains more than the maximum volume allowed for placement during a single trip.
- A scow has a noticeable list
- A trail of leaking dredged material is visible behind the scow
- A scow monitoring system (ADISS, ADISSPlay, and ADISSLt) is not functioning properly
- Fathometer, radar, vessel DGPS, and any other equipment/information necessary to conduct CDI duties are not present or are not fully functional.
- Scow draft pressure varies more than 20 points, or 1.5 feet of draft, from the value at the dredge site.
- A gradual increase or decrease in scow draft pressure values, exceeding 12 points (or actual scow draft of more than 1 foot) is observed.
- Any water depths observed anywhere within an artificial reef boundary within 15 feet of the permitted water depth at the reef, or within 15 feet of a depth specified by NY District.
- Placement occurred in the incorrect grid cell
- Any placement outside of the designated placement grid, including locations within the HARS, the HARS Buffer Zone, shipwreck Buffer Zones, the HARS No-Discharge Zone, and all areas outside of the HARS.

CDIs should check each item as appropriate, at the dredging site, while underway to the placement location, during placement, and following placement. Copies of the checklist must be completed by CDIs during each placement trip, signed and dated by the CDI, and submitted to the NY District on a weekly basis. Any discrepancies must be recorded on the TPLF or a separate report. Separate reports must include the name of the CDI, the date and time of the incident, and a detailed description of any discrepancy. These supplemental reports must be submitted at the same time TPLFs are submitted.

e. Contractor must receive grid coordinates for the placement location at the HARS before dredging starts; usually at the pre-construction meeting. Individual grid cells may be as small as 100 feet wide and 200 feet long. Placement must be made while towing scows in the direction of the longest grid cell dimension, unless otherwise directed by the NY District. All placement events must be recorded and signed by the master of the tow. Copies must be submitted to the U.S. Coast Guard no later than the fourth day after each week of activity. The Coast Guard address is:

Captain of the Port of New York  
212 Coast Guard Drive  
Staten Island, New York 10305

f. Every vessel engaged in the transportation of dredged material must have its name or number, and owner's name, painted in letters and numbers at least fourteen (14) inches high, on both port and starboard sides of the vessel. These names and numbers must be kept distinctly legible at all times, and vessels not so marked, cannot be used to transport or dump dredged material

#### **7.4 Placement of Dredged Material Suitable for Ocean Disposal, General:**

a. A National Marine Fisheries Services-approved Observer, at the Contractor's expense, must be aboard the tug transporting a loaded scow to the ocean placement sites. The observer will have the responsibility for determining the presence of endangered species (sea turtles and whales) during transit to, and upon arrival at the location for all placement activities. Upon arrival at the placement site, placement of dredged material may occur only if no specimens of endangered species are observed to be present within a 0.25 nautical mile of the placement site. If endangered species are observed to be present within 0.25 nautical mile of the designated placement location, then the placement of dredged material must not occur. Placement of the dredged material may occur only when the observed animals have moved outside the 0.25 nautical mile zone around the designated placement location, or have completely departed the site. In all such cases where whales or sea turtles have been encountered, the observer must submit a written report incorporating the following information: animal type (Whale or sea turtle); the specific species (if known); the date, time and location of the sighting (latitude, longitude); approximate distance away from the vessel and scow/barge; number of individuals observed; behavior (feeding, nursing, migrating, etc.). If a CDI is to be used for this function, he/she should possess or acquire, prior to the initiation of the project, valid certification from the National Marine Fisheries Service or other accredited agency of training on techniques for identifying species, and preparing applicable reports for instances where endangered species are encountered. Twenty-one (21) days prior to departure of the first project vessel from port for open water placement of any dredged material, the Contractor must submit a letter to the New York District with the names and certification information of all NMFS Observers who will be working on the project. The Contractor must furnish Observer names, companies Observers are affiliated with if not independent Observers, and the expected duration of employment of Observers who will begin service at the start of the project. CDIs who are also NMFS Observers may fulfill the duties of both positions.

b. The towing vessel captain and the CDI must jointly determine and agree, prior to the departure of the towing vessel from the dredging site, that the forecasted weather and sea conditions at the expected time of placement of dredged material within the HARS will allow the full release of the material from the scow at the designated location. If weather/sea conditions will not permit placement of dredged material at the designated grid cell, the scow must not be towed from the dredging site until conditions improve and allow safe and accurate dredged material placement. The distance from the dredging site to the placement location at the HARS site may require careful monitoring of marine conditions and forecasts. If upon arrival at the placement site, prevailing conditions are such that deviation from the placement parameters is necessary to ensure the safety of the operation, the responsibility for the determination of a minimum safe speed for the scow, and a minimum towing distance to ensure the safety of the operation, will rest solely with the captain of the towing vessel. In any case where such deviation occurs, the CDI must note the alteration and reason for the deviation upon the TPLF. Additional guidelines to be followed during the placement of any dredged material within the artificial reef site are as follows:

c. The distance between the towing vessel and the placement scow when placing the dredged material must be noted by the CDIs on the TPL form used to document each trip. A hand-held laser range finder, manufactured no earlier than 1998 and rated to measure accurate distance to at least 1000 yards, must be aboard each towing vessel for use in determining the distance between the towing vessel and placement scow.

d. DGPS navigation and fathometer equipment must be present and fully operational on board the towing vessel and must be calibrated periodically in accordance with the manufacturer's guidelines. The instrumentation must also conform to current industry standards. Re-calibration of the instrumentation will be required in instances where major modifications to the towing vessel have been made. Specific documentation certifying the accuracy of instruments may be requested by the USACE. Fixed aids to navigation, with known latitude-longitude coordinates, should be used periodically to double-check the accuracy of navigation equipment. Likewise, locations with a known depth and stable bottom should be used to periodically double-check accuracy of fathometers.

e. The Contractor or its authorized dredging or towing contractor must equip each scow, which transports dredged material for placement with an Automated Disposal Surveillance System (ADISS) developed by Science Applications International Corporation (SAIC), which consists of ADISS boxes on scows, and ADISS/ADISSLt units on towing vessels. Before each departure, the USACE certified Inspector must ensure that the ADISS box is in good working order (i.e. ADISSPlay System on towing vessel indicates communication with ADISS System is active) and that the ADISSLt system is functional and ready for potential use as a backup to ADISS/ADISSPlay. Furthermore, the CDI and the Scowman ,if used, must jointly continue to monitor the functioning of the ADISS box during each trip. Should the CDI suspect at any time that the ADISS box is not functioning properly (i.e. ADISSPlay System malfunctions), the CDI must immediately contact the USACE Ocean Placement Manager at (212) 264-1853 or (212) 264-5620 and the ADISS contractor at 1-800-729-4210. Latitude-longitude coordinates of the scow, displayed by the ADISS systems, should be periodically checked against latitude-longitude coordinates of tugboats, when passing the same, fixed geographic position (i.e. channel marker). The coordinates should be approximately the same. Discrepancies should be noted and investigated through contact with the Corps Ocean Placement Manager and ADISS coordinator.

f. Scows may not be transported from the dredging site for offshore placement of dredged material unless the tugs DGPS navigation system, ADISS/ADISSPlay/ADISSLt systems, tug fathometer, hand-held laser rangefinder, scow radio-control system (if used), and backup radio on scow(if scowman is used) are all in full working order and provide correct information. However, if SAIC personnel are servicing/repairing the ADISS/ADISSPlay equipment, the ADISSLt equipment may be used, and an affected scow may be transported for ocean placement. ADISSLt must only be used on two consecutive placement trips of a scow. ADISSLt is an emergency backup to the ADISS/ADISSPlay equipment and must not be routinely used.

## **7.5 Protocol for Placement of Dredged Material at Open Water Sites:**

To help ensure proper placement of dredged material at the Historic Area Remediation Site (HARS), the following placement protocol must be followed:

a. Prior to leaving the dredging site, scows must be inspected to ensure correct operation of mechanical features. Scows must also be inspected for the presence of any conditions that may cause navigation problems. The scow radio-control system (if used on the project) and the ADISS/ADISSPlay and ADISSLt systems must be inspected for correct operation. A hand-held laser range finder, with a range of at least 1000 feet, manufactured no earlier than 1998, must be carried aboard each towing vessel. Hand-held laser range finders must be tested prior to departure from the dredge site. If any problems with the scow, radio-control system, ADISS/ADISSPlay/ADISSLt systems, or range finder are encountered,

corrections must be made before offshore transport of the scow may proceed, except when SAIC personnel are onboard or attempting to fix an ADISS/ADISSPlay problem, in which case placement would proceed using the ADISSLt equipment. However, ADISSLt must not be used on more than two consecutive placement trips.

b. Scows must be inspected for the presence of any conditions that may cause potential leakage. Prior to loading an empty scow at the dredging site, the empty scow must be inspected for presence of large dents or visible holes. Any visible holes must be repaired prior to placing any dredged material in the scow. Dents must be closely examined to ensure that a hole is not present, or that the hull strength is not compromised. The juncture of the two split hulls, when the scow is closed, must form a straight line and the rubber gasket must form a tight seal. Damage to the rubber seal or juncture must be repaired prior to loading the scow. Scow draft/pressure values at the dredging site at the time the scow is towed away for open-water placement must be recorded on the TPL form by the CDI. Scow draft/pressure values must also be recorded 30 minutes after departing the dredge site. Scow draft/pressure values at the designated placement location, just prior to scow door opening, must also be recorded on the TPL form by the CDI.

c. Scows must be observed for potential leaking of dredged material, as indicated by visible turbidity plumes (muddier water) behind the scow, or significant change in the scow draft pressure value (20 points of the value displayed on the ADISSPlay system when leaving the dredging site when the starting value is = 100). For example, if the scow pressure when departing the dredging site is 100, then any value above 120, or below 80, observed while underway to the placement location or anytime prior to opening the scow at the designated placement location, must be reported immediately to the Notification List. If the starting pressure is less than 100, then any change greater than 20% of the starting value must be reported immediately to the Notification List. For example, if the starting scow draft pressure value is 80, any value above 96, or below 64, must be reported immediately. If the ADISSPlay system displays actual scow draft during transport, changes in draft 1.5 feet of the draft recorded when departing the dredging site must be reported to the Notification List immediately. The scow draft pressure values, or actual draft values displayed by the ADISSPlay system, must be recorded on the TPLF for every trip, regardless of the values or variability. Scows exhibiting draft changes significant enough to require immediate notification may be leaking. A gradual increase or decrease in scow draft of more than one foot (~12 pressure value points) may indicate leakage, and must be noted on the TPLF, and also must be reported to the Notification List immediately. If the scow has not reached the Verazanno Narrows bridge, the scow must be towed back to the dredging site to determine the cause of the change in draft. If the scow is seaward of the Verazanno Narrows bridge, the scow may be transported to the designated placement location. In this case, the scow draft should continue to be highly scrutinized for the possible need for emergency procedures. If a situation arises that requires emergency dumping of dredged material, all reasonable efforts to dump outside of navigation channels must be made. Steady, gradual changes in scow draft may also indicate that dredged material is leaking from the scow, or water is leaking into the scow's hull. If gradual draft changes appear to occur regularly, the scow must be examined to determine if a leak is present.

d. After ensuring that all inspections have been performed at the dredging site, and compliance with all provisions and guidelines associated with scow loading and use has been met, scows must be brought to the designated grid cell, or coordinates, of the HARS, or other designated placement location, using the DGPS navigation systems of the tugboat and the ADISSPlay system onboard the tugboat. Placement in the appropriate location, and scow draft immediately prior to scow door opening, must be documented by the CDI using the ADISSPlay system while the scow position and draft information are monitored automatically by the ADISS system. Scows should be towed no faster than 2 knots, unless weather/sea conditions require higher speed to maintain safe and reliable navigation. Lengths of toelines should be no longer than 200 feet, unless weather/sea conditions require longer tow lengths to maintain safe and reliable navigation. Regardless of the conditions at the time of placement, tow lines must not be longer

than 500 feet at the time of placement. CDIs must measure the distance from the towing vessel to the scow at the time of placement using the hand-held laser range finder and record the value on the TPL form.

e. If the ADISSPlay system does not show reliable DGPS coordinates in the vicinity of the designated placement grid or other designated placement location, or is not functional, the ADISSLt system must be used to locate the placement site and estimate the scow position during placement. Length of towlines must be measured using the hand-held laser range finder. The bearing to the scow from the towing vessel must also be noted at the time of placement. Tow lengths must be less than 200 feet unless ocean/weather conditions require longer lines for safe navigation. Vessel navigation must be maintained in the direction of the maximum grid dimension for all placements, to the greatest extent possible. The angular displacement of the scow from the towing vessel course (track line) must be estimated by sighting the scow behind the towing vessel while holding a protractor with the 90 mark pointing directly behind the towing vessel in line with the vessel track line(wake). A pencil must then be used to point at the scow, to the left or right of the 90 mark, to determine the angular displacement off of the towing vessel track line, recorded as degrees to the left or right when sighting the scow, rounded to the nearest 5. Scows directly behind the tug would be reported at 0 angular displacement. (a scow displaced 10 to the left of the 90 mark on the protractor would be reported as 10 left, etc.) This angle must be recorded on the TPL form, along with the following information if this option is used:

- 1) Coordinates of the tug at the start and end of placement
- 2) Length of tow line (distance from tug stern to scow bow)
- 3) Angular displacement of scow from trackline of tug
- 4) Estimate of lateral displacement of scow from the towing vessel trackline
- 5) Estimated longitude and latitude of scow at time of door opening and closing

The lateral displacement may be estimated by the following formula (for angular displacements up to 20):

displacement = towlength x sine of angular displacement

The following values of sine may be used:

5 degrees of angular displacement - sine = 0.087  
10 degrees of angular displacement - sine = 0.174  
15 degrees of angular displacement - sine = 0.259  
20 degrees of angular displacement - sine = 0.342

For example, when using a 200 foot towlength, a scow is observed to track 15 degrees to the right of the tug trackline. The estimated displacement of the scow is

200 feet x 0.259 = 52 feet

This means that when plotting the scow position on a map of the placement area, the scow would be plotted ~50 feet to the right and ~200 feet behind the position of the tug. The errors in estimating increase with longer towlengths. Because of this, it is critical to maintain as short a towlength as possible if the ADISSLt system or tug's DGPS navigation system is used for placement. Perimeter grid cells are not permitted for use if ADISS/ADISSPlay is not functioning. The closest adjacent grid cell toward the center of the grid must be used.

f. If the ADISSPlay and ADISSLt systems do not show reliable DGPS coordinates in the vicinity of the designated placement grid or other designated placement location, or is not functional, or weather/sea conditions prevent reliable maneuvering of the scow, the tugboat DGPS must be used to position the scow

at the center of the grid, or other backup location in the grid as specified by NY District. Length of towlines must be measured using the hand-held laser range finder. The bearing to the scow from the towing vessel must also be noted at the time of placement. Tow lengths must be less than 200 feet unless ocean/weather conditions require longer lines for safe navigation. The angular displacement of the scow from the towing vessel course (track line) must be estimated by sighting the scow behind the towing vessel while holding a protractor. This angle must be recorded on the TPL form, along with the following information if this option is used:

- 1) coordinates of the tug at the start and end of placement
- 2) length of tow line (distance from tug stern to scow bow)
- 3) angular displacement of scow from trackline of tug
- 4) estimate of lateral displacement of scow from the towing vessel trackline
- 5) estimated longitude and latitude of scow at time of door opening and closing

g. If weather and/or sea conditions prevent reliable measurement of towing distance using the hand-held laser range finder, the towing vessel's radar must be used to determine the distance and bearing to the scow.

h. If neither the ADISS/ADISSPlay, ADISSLt, nor the tugboat DGPS systems provide navigation coordinates, the scow must be brought to a suitable location for correction of navigation problems. Placement of dredged material is not allowed if a reliable DGPS system is not providing coordinates at the time of scow door opening.

i. The grid center, or other backup placement location, will only be used if steps (d) and (e) are attempted without success, or when inclement weather/sea conditions prevent reliable maneuvering of the scow. The grid center should not be used if inclement weather conditions persist. Placement at the grid center is an emergency procedure. Regardless of the size of the grid, the scow must be towed with a length of towline such that, at the time of placement, both the scow and towing vessel are both within the grid boundary. If an ADISS system fails after leaving the dredging site, the scow must not be used again until a fully operational ADISS system is installed. However, if SAIC personnel are onboard or on their way to the transporting vessel to service/repair the ADISS/ADISSPlay system, the scow may be used to transport dredged material while using the ADISSLt system. The ADISSLt system may be used for up to two consecutive placement trips while awaiting SAIC personnel to service the equipment. No more than two consecutive trips to ocean placement sites may be made without the ADISS/ADISSPlay equipment fully functioning.

j. If radio communication with the scow is lost, preventing operation of radio-controlled scows, a person must board the scow to either fix the problem or operate the scow. Voice contact, through radio or direct communication, must be maintained with the scowman, or other personnel, riding aboard the scow, for the duration of the placement trip. Scow opening must only occur when a direct, voice command has been given to personnel aboard the scow, or when radio communication with radio-controlled scows is maintained. If the radio control system can not be fixed, the scow must be towed to the designated placement location and manually discharged according to the guidelines and instructions contained in paragraphs d through i, above. If the scow's engine can not be operated by the radio-control system, and the scow is boarded to attempt to fix the engine, the scow must be located at the designated placement position if the scow's engine is started. Past use of radio-controlled scows revealed that manually starting a scow's engine after a failed radio-controlled engine start could cause the "scow open" command to be completed, causing the scow to dump at the location of engine startup. Any problems with a radio control system must be fixed prior to subsequent use of the scow. The CDI must note on the TPL form any time the radio-controlled scow system malfunctions and manual discharge is required, and immediately notify the Notification List.

k. A primary and backup radio must be onboard all manned scows, along with backup power supplies. Hand signals must never be used will to direct the scowman regarding scow opening/closing. All personnel aboard scows, or who may board scows while transporting dredged material, must be informed that discharge of dredged material will only be allowed while voice communication is maintained.

l. To help ensure that dredged material is transported and placed at the HARS in accordance with the guidelines described above, the following checklist has been prepared. Items in the checklist must be reviewed by the CDI at the dredging site, while underway, and at the HARS. Any item on the checklist that receives a "NO" answer must be reported immediately to the Notification List. If the "NO" answer is related to the ADISS/ADISSPlay/ ADISSLt systems, SAIC must also be notified immediately at (401) 261-4931 or (401) 847-4210. These discrepancies must be noted on the TPLF associated with the trip using the letter-number code associated with each item. Each placement trip to the HARS must use a checklist, to be completed by the CDI working aboard the towing vessel, using the ADISSPlay software or by hand. A supplemental report must be filed and faxed to NY District at (212) 264-4260 if space on the TPLF is not sufficient to explain the discrepancy. The first time a "NO" answer occurs, the notification list must be notified. However, if the same item continues to receive "NO" answers, telephone calls should not be made until the problem is corrected, or if more than three additional trips occur without the deficiency being corrected.

Checklist copies must be signed and dated by the CDI and placed in a file. All original, signed checklists associated with this project must be submitted to the NY District on a weekly basis for the duration of the project. Checklists must be hand delivered or mailed to:

U.S. Army Corps of Engineers, NY District  
Dredged Material Management Section  
Room 1937, CENANOP-SD  
26 Federal Plaza  
New York, NY 10278-0090  
Attn: Dr. S.C. Knowles

m. Original copies of TPL forms for each trip to the HARS, signed and dated by the CDI on duty during each trip, must be submitted to the Dredged Material Management Section at the above address at the completion of the project, or after a CDI has discontinued working as a CDI on the project, either temporarily or permanently.

n. If the CDI answers "NO" to any item in Part A, dredged material must not be transported from the dredging site until any discrepancies have been corrected. Only after all requirements have been met, equipment/supplies are operable and available, required information has been supplied, etc., as indicated by the CDI being able to answer "YES" to all items, is dredged material allowed to be transported from the dredging site.

o. Two exceptions to this exist: 1) If a backup scow is used, it should be noted on the TPL form, but normal placement can continue. 2) When the ADISS/ADISSPlay systems are malfunctioning, dredged material may be transported from the dredging site if SAIC personnel are onboard to fix/service the equipment, or if ADISSLt is functioning. If any of the items in Part A answered "NO" by the CDI, the Notification List must be contacted immediately, even if SAIC personnel are onboard the towing vessel. Telephone numbers of personnel on the Notification List must be supplied to all CDIs working on the dredging project. Reports of discrepancies or unusual events must also be faxed by the CDI as soon as possible to (212) 264-4260 and other numbers if required by NY District. Discrepancies must be noted



on the TPLF using the code letter/number associated with each item in the lists. A supplemental report must also be faxed if the incident can not be adequately documented on the TPLF.

p. Parts B and C of the checklist pertain to activities/requirements of CDIs while underway to the designated placement location and at the placement location, respectively. All of these items must be verified by the CDI aboard the transportation vessel. If any of these items are answered "NO" by the CDI, the Notification List must be contacted immediately, and any supplemental reporting completed.

#### **PART A. DREDGING SITE (Checklists)**

A1\_\_\_ A legible copy of the permit conditions and guidelines, as related to scow loading, transport, and dredged material placement, is in possession of the CDI.

A2\_\_\_ A legible copy of the Placement Guidelines and placement grid map received at the pre-construction meeting, or any additional instructions or guidelines as related to scow loading, transport, and dredged material placement, is in possession of the CDI.

A3\_\_\_ The scow being used to transport the dredged material is mechanically sound, does not leak, and has no visible damage that may cause leaking.

A4\_\_\_ A regularly used scow was used.

A5\_\_\_ A scow loading table for the scow being towed is aboard the towing vessel and available for the CDI to use.\*

A6\_\_\_ An estimated dredge material density has been provided by the dredging contractor. Estimated density is: \_\_\_\_\_

A7\_\_\_ The material being dredged has been observed by the CDI for general characteristics (grain size, color, consistency). Majority of material is dry/thick/watery, color:\_\_\_\_\_, mud/sand/gravel/rock.

A8\_\_\_ For scows loaded with any rock (rock is defined as any stones greater than 2.5 inches in diameter), the estimated rock percent has been recorded on the TPL form.

A9\_\_\_ An estimate of the volume of material in the scow has been calculated by the CDI using the scow loading table and recorded on the TPL form.

A10\_\_\_ Scow contains less volume of dredged material than the maximum volume allowed for placement during a single trip.

If a scow contains a volume of dredged material greater than the maximum volume allowed for placement during a single trip, the volume must be decreased below the maximum volume before the dredged material can be transported away from the dredge site.

A11\_\_\_ The scow monitoring systems (ADISS, ADISSPlay, and ADISSLt) are fully operational and are functioning. Any ADISS/ADISSPlay/ADISSLt malfunctions must be reported immediately to the ADISS contractor (401-847-4210 or 401-261-4931). Transportation vessels are not allowed to leave the dredging site with any dredged material if the ADISS/ADISSPlay/ADISSLt systems are not fully operational. However, if SAIC personnel are onboard the transporting vessel to service the equipment, or in communication with the CDI via cellphone or radio, or on the way to repair/service the equipment, the vessel may depart from the dredging site while malfunctions are being repaired/corrected. In this case,

the ADISSLt equipment must be used and the scow may be transported from the site. If the ADISS/ADISSPlay equipment is not functional, the ADISSLt equipment may only be used on two consecutive offshore placement trips using an affected scow. No more than two consecutive trips without ADISS/ADISSPlay can ever be made.

A12\_\_ The scow draft pressure value, as displayed by the ADISSPlay system, has been recorded on the TPL form. (this value should be noted a few minutes after leaving the dredging site, while being towed, to allow the material in the scow to shift and settle)

A13\_\_ A fathometer is fully operational, functioning, and installed on the transporting vessel.

A14\_\_ A radio onboard the transporting vessel is operable and can receive NOAA marine weather forecasts and ocean conditions.

A15\_\_ Current and forecasted marine weather and ocean conditions at the designated placement location have been monitored on the radio and will allow safe and accurate placement of dredged material. Winds at a reporting station closest to the placement location are presently blowing \_\_\_\_\_ from the \_\_\_\_, with \_\_\_\_\_ ft seas. Winds forecast for the placement location are \_\_\_\_\_ from the \_\_\_\_, with \_\_\_\_\_ seas.

A16\_\_ DGPS navigation system is fully operational, functioning, and installed aboard the transporting vessel.

A17\_\_ A radar system is fully operational, functioning, and installed aboard the transporting vessel.

A18\_\_ Radio-control system for scow operation (if scowman is not used) is fully operational and functioning.

A19\_\_ Radio and backup radio system, for communication between scows and towing vessels, are aboard scow (if scowman is used), and are fully operational and functioning.

A20\_\_ Hand-held laser range finder, manufactured no earlier than 1998, with at least a 1000 foot range, is aboard towing vessel, fully operational and functioning, and available for CDI use, along with a set of backup batteries.

A21\_\_ A fully operable cell phone that can send and receive calls is in the possession of the CDI onboard the towing vessel.

A22\_\_ A protractor is available for use by the CDI aboard the towing vessel.

A23\_\_ A pair of dividers, for map/chart distance scaling, is available for use by the CDI aboard the towing vessel.

A24\_\_ An up-to-date nautical chart that includes the placement area is available for use by the CDI.

A25\_\_ CDI is provided full access to fathometer, radar, vessel DGPS, and any other equipment/information necessary to conduct CDI duties.

A26\_\_ Full compliance with any other contract or regulatory requirements related to dredged material placement has been met.

A27\_\_ Time of departure from dredging site has been recorded on the TPL form.

A28\_\_\_ All other information relative to the dredging site has been entered into the TPL form.

\* Scow loading tables for each scow used on a dredging project must be provided to the CDIs working on the project. CDIs must be provided an estimated dredged material density by the dredging contractor for each loaded scow. The dredged material density and scow draft must be used by the CDIs to estimate the volume of dredged material in each scow at the start of each trip to the designated dredged material placement location. This estimated volume must be recorded on the USACE Transportation and Placement Log (TPL) form.

## **PART B . ENROUTE TO THE PLACEMENT LOCATION (Checklists)**

B1\_\_\_ ADISS scow pressure/draft has been recorded on the TPL form thirty minutes after leaving the dredging site.

B2\_\_\_ Scow draft is being monitored with ADISSPlay system to detect sudden or gradual changes in draft.

B3\_\_\_ If the CDI is also a NMFS certified marine mammal/endangered species observer, observation and appropriate reporting is conducted.

B4\_\_\_ Scow draft pressure varies less than 20 points, or 1.5 feet of draft, from the value at the dredge site.

B5\_\_\_ A gradual increase or decrease in scow draft pressure values, exceeding 12 points (or actual scow draft of more than 1 foot) is not observed.

B6\_\_\_ Scow does not appear to be listing.

B7\_\_\_ Water behind scow has been observed, if possible, to ensure that no turbid water plumes are present.

B8\_\_\_ A fixed reference position, such as a channel marker, has been used to ensure that the towing vessel DGPS and scow DGPS positions agree.

B9\_\_\_ Marine weather and sea conditions present and forecast to be present at the placement location are periodically monitored. The CDI and towing vessel captain may decide to return to the dredging site based on an updated marine forecast.

## **PART C. IN THE VICINITY OF THE PLACEMENT LOCATION (HARS AND/OR REEF)**

For artificial reef placement:

C1\_\_\_ Water depths were continuously monitored (a reading taken at least every 5 seconds) with the towing vessel fathometer while navigating anywhere within the reef boundary.(towing vessel crew must also monitor water depths)

C2\_\_\_ All water depths observed anywhere within the reef boundary were at least 15 feet deeper than the permitted water depth at the reef.

If any depths less than or equal to 15 feet deeper than the permitted reef depth, or other depth specified by NY District, are observed anywhere at the reef site, using the towing vessel fathometer, the incident must be reported immediately to the Notification List, and the Artificial Reef manager, and all areas within 200 feet of the shallower water must not be used for placement of dredged material. Other vessels used for transportation of dredged rock must be notified of the observation, provided coordinates, and instructed not to place additional rock closer than 200 feet of the reported position. Anytime depths within 15 feet of the permitted reef depth, or other specified depth, are noted by observing a fathometer while traversing a reef site, the geographic coordinates and depths must be recorded and reported, even if the same locations were previously noted and reported.

C3\_\_\_ If depths less than or equal to 15 feet deeper than the permitted reef depth, or other specified depth, are observed anywhere in the reef, the latitude, longitude and depth has been recorded.

LATITUDE \_\_\_\_\_ LONGITUDE \_\_\_\_\_ DEPTH \_\_\_\_\_

For all ocean placement locations:

C4\_\_\_ Scow radio control equipment operates without any problems.

C5\_\_\_ Placement occurred in correct grid cell and was coordinated with towing vessel crew.

C6\_\_\_ Scow draft information immediately prior to scow door opening has been recorded on the TPL form.

C7\_\_\_ TPL form was completed using the ADISSPlay system, or by hand if ADISSPlay malfunctions, within 30 minutes of scow door opening.

C8\_\_\_ ADISS/ADISSPlay/ADISSLt equipment, transportation vessel navigation equipment, and all other equipment related to placement of dredged material worked without any problems.

C9\_\_\_ All activities associated with placement of dredged materials appeared to be conducted in a safe manner.

C10\_\_\_ Nothing occurred that may have resulted in incorrect placement of dredged material.

C12\_\_\_ TPL form and any supplemental reports faxed to (212) 264-4260 and (201) 433-9232 within 6 hours of scow door, or hopper bin, opening.

C13\_\_\_ For reef placement, TPL form also faxed to the applicable State Artificial Reef coordinator within 8 hours of scow door opening.

C14\_\_\_ A copy of the TPL form has been signed by the CDI and placed in a file/folder to become part of the permanent record of the trip. All signed TPL forms must be submitted to NY District when offshore transport of dredged material associated with the project ends, or when the CDI finishes working on the project.

\* Scow loading tables for each scow used on a dredging project must be provided to the CDIs working on the project. CDIs must be provided an estimated dredged material density by the dredging contractor for each loaded scow. The dredged material density and scow draft must be used by the CDIs to estimate the volume of dredged material in each scow at the start of each trip to the designated dredged material

placement location. This estimated volume must be recorded on the USACE Transportation and Placement Log (TPL) form.

8. The Contractor shall prepare a Daily Report of Operations form and shall furnish signed copies thereof to the Contracting Officer, or his representative, on a daily basis. Copies shall also be faxed to the HARS Manager at (212) 264-4260. A copy of the form is attached at the end of Section 00901. Further instructions on the preparation and submittal of these reports will be provided at the pre-dredging conference.

9. Buoy Removal.

9.1 The Contractor shall notify the Coast Guard, with a copy to the Contracting Officer, at least 30 days prior to the date desired for having buoys removed or relocated which interferes with dredging operations. Requests may be made telephonically at (718) 354-4191, or by writing to:

Commander, U.S. Coast Guard Activities New York  
212 Coast Guard Drive  
Staten Island, NY 10305

10. Measurements and Payment.

Measurement and Payment shall be in accordance with the applicable paragraphs in Section 01270:  
MEASUREMENT AND PAYMENT.

-- End Of Section --